

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA**  
**AND MATRIX DESIGN GROUP, INC.**  
**(Grant Funding)**

**THIS AGREEMENT** (“Agreement”) is made this 12th, day of May, 2022, by and between Santa Rosa County, a political subdivision of the state of Florida, (“County”), with a mailing address of 6495 Caroline Street, Milton, Florida 32570, and Matrix Design Group, Inc., a for profit organization authorized to do business in the State of Florida a whose mailing address is 320 Bayshore Drive, Suite B, Niceville, FL 32578 ( “Contractor”) whose Federal I.D. # is 84-1515767

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Professional Study for a NAS Whiting Field Aviation Mission (“Services”); and

**WHEREAS**, pursuant to the Santa Rosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of Sixty Thousand Dollars (\$60,000.00) as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – RFP 22-029 and Contractor’s Response;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment “D” – Scrutinized Companies Certification;

Attachment “E” – Grant Agreement;

**2. Services.** Contractor agrees to perform design services of a professional engineering firm in providing Economic development, program management and general engineering services. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and

inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin upon approval of the Board of County Commissioners and shall be completed on June 20, 2022, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of Sixty Thousand Dollars (\$60,000.00)

a. Contractor shall submit an invoice to the County upon completion of the project. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be

approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Fifteen (15) days to cure such default. If the default remains uncured after Thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records,

in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (850) 963-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov), 6945 Caroline Street, Milton, FL 32570.**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the County:</b>		<b>With a copy to:</b> Economic Development 6491 Caroline Street, Suite 4 Milton, FL 32570
<b>If to the Contractor:</b>		Matrix Design Group, Inc 320 Bayshore Drive, Suite B Niceville, FL 32578

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability

of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Procurement of Recovered Materials.** Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

**17. Debarment and Suspension.** Contractor as part of the procurement response, Attachment “A” has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

**18. Minority/Women’s Business Enterprises.** Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

**19. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**20. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**21. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor or any of Contractor’s employees look to the



County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**22. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**23. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**24. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**25. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**26. Grant or Agreement Requirements.** As some or all of the Services to be provided under this Agreement may be funded with Defense Reinvestment Grant agreement S0182. Contractor agrees to adhere to the required requirements set forth in Attachment "E" and incorporated herein by reference.

**27. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**28. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**29. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the

party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**30. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**31. Access to Records. The following access to records requirements apply to this contract:**

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESS:

Kim D Kindig  
Signature

BY: Sal Nodjoman  
Sal Nodjoman, PE,  
Chief Executive Officer

Kim D Kindig  
Print Name

ATTEST:

SANTA ROSA COUNTY, FLORIDA

Donald C Spencer  
Donald C. Spencer, Clerk of Court

BY: Robert A Cole  
Robert A. "Bob" Cole, Chairman



**Attachment "A"**

# **SANTA ROSA COUNTY, FLORIDA**



## **RFP 22-029 Professional Study for NAS Whiting Field Aviation Mission**

April 2022

**OWNER: BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER  
ROBERT A. "BOB" COLE  
JAMES CALKINS  
DAVE PIECH  
COLTEN WRIGHT**

**-DISTRICT I  
-DISTRICT II  
-DISTRICT III  
-DISTRICT IV  
-DISTRICT V**

**SECTION I.**  
**Request for Proposal**

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# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## MEMORANDUM

TO: Company Addressed DATE: April 14, 2022

FROM: Santa Rosa County Procurement Office

SUBJECT: **RFP 22-029 Professional Study for NAS Whiting Field Aviation Mission**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida is requesting proposals from qualified individuals or firms to provide a study to encompass capabilities, future opportunities, and options in compatible growth with respect to Santa Rosa County and Naval Air Station Whiting Field's aviation assets.

All proposals must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and must be received by **9:30 a.m. on April 28, 2022**, at which time will be publicly opened. Only proposals received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**RFP 22-029 Professional Study for NAS Whiting Field Aviation Mission**". Please provide the original proposal, labeled "ORIGINAL", and three (3) copies labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: [www.santarosa.fl.gov/391/Procurement-Office](http://www.santarosa.fl.gov/391/Procurement-Office) "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to **12:00 p.m. on April 21, 2022**.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida.



**SECTION II.**  
**RFP INSTRUCTIONS, SUBMITTAL REQUIREMENTS**  
**AND GENERAL REQUIREMENTS**

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## PRE-PROPOSAL ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; [Bidinfo@santarosa.fl.gov](mailto:Bidinfo@santarosa.fl.gov).

All questions or inquiries must be received no later than the last day for questions stated in the RFP & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

## PROPOSED SCHEDULE

Request for Proposal Published	April 14, 2022
Deadline for Questions	April 21, 2022 @ 12:00 p.m.
Proposals Due	April 28, 2022 @ 9:30 a.m.

## PREPARATION OF RFP

The respondent shall submit proposals in accordance with the public notice.

Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice may be rejected.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in proposal submissions.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

### SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**RFP 22-029 Professional Study for NAS Whiting Field Aviation Mission**", name of respondent/firm and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

### INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

### WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

### INTERPRETATION

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

### PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

### CONDITIONAL & INCOMPLETE PROPOSALS

Santa Rosa County specifically reserves the right to reject any conditional response.

### ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

### SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

### FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

### EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

### RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all proposals with or without cause and accept the proposal that in its judgment is in the best interest of the County.

## DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

## DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the responses, proposals, or final replies, whichever is earlier.

## COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

#### SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

#### FAILURE OF PERFORMANCE/DELIVERY

In case of default by the Vendor, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Vendor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the Vendor from the response list for duration of one (1) year, at the option of the County.

#### AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract. Further respondent shall be required to adhere to all of the auditing requirements as set forth in the Grant Agreement attached, including Exhibit D requirements.

#### NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

### PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

### INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

### CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

### EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the County may consider the qualifications of Responders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other

individuals or entities must be submitted with the Response.

Santa Rosa County reserves the right to waive any informalities or reject any and all Responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this Response and to accept the Response that in its judgment will best serve the interest of the County.

#### FORM OF AGREEMENT

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.



**SECTION III.**  
**SANTA ROSA COUNTY DOCUMENTS AND FORMS**

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**Santa Rosa County**  
**Standard Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**SECTION IV.**  
**PROJECT MANUAL, SPECIFICATIONS, PLANS AND**  
**SUPPORTING DOCUMENTATION**

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**REQUEST FOR PROPOSALS**

**PROFESSIONAL STUDY FOR A NAS WHITING FIELD AVIATION MISSION**

**DEO 22-RFA-001**

**FLORIDA DEFENSE REINVESTMENT GRANT PROGRAM**

**SANTA ROSA COUNTY, FL**

## **I. PURPOSE**

- a.** Santa Rosa County, in accordance with 73C-23 F.A.C. and 2 CFR 200.317–200.326, and OMB Circular A- 102 is requesting proposals from qualified individuals or firms to provide a study to encompass capabilities, future opportunities, and options in compatible growth with respect to Santa Rosa County and Naval Air Station Whiting Field's aviation assets. The focus of the study would be to capture existing masterplan of Peter Prince, the Limited-Access Use Agreement of the Whiting Aviation Park and recommendations made within the 2006 adopted Joint Land Use Study in one (all-inclusive document). The goal is to collate data within these completed plans and bring forth potential opportunities that would benefit future economic growth of Santa Rosa County while also promoting "win-win" scenarios in strategic aviation footprint capabilities for the next 25 plus years.
- b.** The County has received an award under the Florida Department of Economic Opportunity, Division of Strategic Business Development the FY21-22 Florida Defense Reinvestment Grant (#S0182). The budget for the grant is \$60,000 with a local match of \$18,000 .

## **II. SCOPE OF SERVICES**

- a.** The individual or firm selected shall be required to provide study to encompass capabilities, future opportunities, and options in compatible growth with respect to Santa Rosa County and Naval Air Station Whiting Field's aviation assets by June 20, 2022. The focus of the study would be to capture existing masterplan of Peter Prince, the Limited-Access Use Agreement of the Whiting Aviation Park and recommendations made within the 2006 adopted Joint Land Use Study in one (all-inclusive document).

## **III. RESPONSES TO PROPOSAL**

Responses must be clear and thorough, but concise, and must conform to all requirements stated in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Any exceptions to the requirements of this RFP that your firm/agency request Santa Rosa County to consider must be addressed with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The county discourages the submission of such information and is a public entity, therefore cannot and does not warrant that the proprietary information will not be disclosed. The county shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

Proposals must include a cover letter submitted under the firm/agency's name containing the name and title of the person authorized to commit the firm to a potential contract with the County. The cover letter should express the firm's interest and serve as an executive summary of the proposal.

The consultant awarded this contract shall comply with the terms, conditions, and scope of work as outlined in the Defense Reinvestment Grant Agreement, State of Florida, Department of Economic Opportunity, Agreement #S0182.

#### **IV. QUALIFICATIONS**

- a. Work product:
  - i. Provide a list of current clients
  - ii. Provide description of services for at least five companies or government agencies to which you have provided similar services. Highlight similarities to work required by this request for proposal.
  - iii. List any contracts your firm currently handles which may be perceived as a conflict of interest to the SRC EDO (i.e., if you are currently representing/contracting with a neighboring county geographically adjoining Santa Rosa County.

#### **V. COST PROPOSAL**

- a. A detailed cost proposal must be provided and marked as such. Costs should cover, at a minimum, items found in the Scope of Services. This information will not be considered during the initial stages of the evaluation process. Additional requirements are as follows:
  - i. Provide detailed explanations of any assumptions made in calculating costs
  - ii. Specify how proposer prefers payment (i.e., net, flat fee, per project, etc.) and how fees are computed

#### **VI. SUBMITTAL INSTRUCTIONS**

- a. All proposals must be submitted in writing by 9:30 a.m. on April 28, 2022 to receive consideration. Proposers mailing their proposals should allow normal delivery time to ensure receipt of their proposals by Santa Rosa County prior to the submission deadline. Proposals should be addressed to: Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, FL 32570.
- b. All proposals must be sealed and clearly marked on the outside "**RFP 22-029 Professional Study for NAS Whiting Field Aviation Mission**".
- c. Questions concerning this Request for Proposals should be directed to The Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to 12:00 p.m. on April 21, 2022.

#### **VII. PROPOSAL CONTENT AND FORMAT**

- a. All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Proposals should be brief and to the point. Santa Rosa County reserves the right to reject any and all proposals and to request additional information from proposers as deemed necessary.

- b. Letter of transmittal: The proposer shall submit a “Letter of Transmittal” which shall – at a minimum – contain the following:
- i. State the location of the office from which the work is to be accomplished.
  - ii. Describe the firm’s general qualifications and the range of activities performed by the firm.
  - iii. Briefly state the proposer’s familiarity with the needs and conditions existing in Santa Rosa County that are relevant to the proposed project.
  - iv. Indicate if your firm is a minority-owned business enterprise (MBE) or woman-owned business enterprise (WBE).
  - v. Provide any additional information the proposer feels is essential to their proposal.
  - vi. State that the person signing the “letter of transmittal” is authorized to bind the proposer.

**VIII. SELECTION CRITERIA**

- a. The criteria that will be used to evaluate and score proposals is outlined below.

<b>RFP 22-0XX</b>	<b>Points Available</b>	<b>Points Scored</b>
<b>Vendor Name:</b>		
Does the vendor's expertise and size of projects match the needs of the organization?	<b>20</b>	
Has the firm performed similar work relating to Aviation/Defense Sector?	<b>10</b>	
Has the firm worked with Economic Development Agencies?	<b>10</b>	
Did the vendor provide all required information including a detailed budget?	<b>20</b>	
Did the response address each item in the scope of work?	<b>20</b>	
Did the response confirm that scope of work could be completed by June 20, 2022.	<b>20</b>	
<b>TOTAL</b>	<b>100</b>	

**IX. CERTIFICATION REQUIREMENTS**

- a. Public Entity Crime Statement – No person or affiliate on the convicted vendors list may, for a period of 36 months after placement on the convicted vendors list: submit a bid on a contract or request for proposals; be awarded or perform work as a contractor, supplier,



subcontractor, or consultant. Each submittal to the County for administrative services must include completion of the attached Public Entity Crimes Statement (Enclosed).

- b.** Certification Regarding Debarment, Suspension, and Other Responsibility Matters – The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and met all other such responsibility matters as contained on the attached certification form (Enclosed).

**DEFENSE REINVESTMENT GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and ***Santa Rosa Board of County Commissioners*** (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**I. GRANTEE AGREES:**

**A. Performance Requirements:**

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

**B. Type of Agreement:**

This Agreement is a **cost reimbursement** agreement.

**C. Agreement Period:**

The term of this Agreement begins on July 1, 2021 and ends on June 30, 2022. DEO is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO.

**D. Agreement Payment:**

This Agreement shall not exceed ***Sixty Thousand Dollars and Zero Cents (\$60,000.00)***, which shall be paid by DEO in consideration for Grantee’s provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an “annual appropriation” of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

**E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):**

- 1.** Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

**F. Governing Laws of the State of Florida:**

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.
3. Grantee shall not expend any funds provided under this Agreement for the purposes of lobbying the Legislature, the judicial branch, or any State agency. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in

connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.

4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written

material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

## 8. Mandatory Disclosure Requirements:

- a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. **Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.5 above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- c. **Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.
  - 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.
  - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.
  - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- d. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
- 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

**9. Abuse, Neglect, and Exploitation Incident Reporting:**

In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

**10. Information Release:**

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to

DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.
- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**11. Funding Requirements of Section 215.971(1), F.S.:**

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**G. Grantee Payments:**

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof). Invoices must also comply with the following:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Upon completion of a task, Subrecipient shall submit payment requests through SERA for costs for all services rendered during the applicable period. Subrecipient shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Subrecipient shall submit all documentation necessary to support Subrecipient expenditures. DEO may request any information from



Subrecipient that DEO deems necessary to verify that Subrecipient has performed the services for which payment is requested. Subrecipient's submission of each invoice package is Subrecipient's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Subrecipient will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). Subrecipient shall submit its final invoice for payment to DEO no later than 45 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

#### **H. Final Invoice:**

Grantee shall submit the final invoice for payment to DEO no later than **45** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

#### **I. Return or Recoupment of Funds:**

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

#### **J. Vendor Ombudsman:**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**K. Audits and Records:**

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

**L. Employment Eligibility Verification:**

1. Section 448.095, F.S., requires the following:

- a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov>

3. If Grantee does not have an E-Verify, Grantee must enroll in the E-Verify system prior to hiring any new employee or retaining contract employee after the effective date of this Agreement.

**M. Duty of Continuing Disclosure of Legal Proceedings:**

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
  - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
  - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**N. Assignments and Subcontracts:**

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. If the Project is procured pursuant to Chapter 255, F.S., for construction services and at the time of the competitive solicitation of the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.
4. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
5. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
6. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

7. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and Project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
8. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

**O. MyFloridaMarketPlace Transaction Fee:** disbursements of State financial assistance to a recipient are exempt from this Transaction Fee pursuant to Rule 60A-1.031(3), F.A.C.

**P. Nonexpendable Property:**

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

**Q. Requirements Applicable to the Purchase of or Improvements to Real Property:**

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon Grantee granting to DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

**R. Information Resource Acquisition:**

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

**S. Insurance:**

During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Grantee providing such insurance. The following types of insurance are required.

**1. Grantee's Commercial General Liability Insurance:**

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**2. Workers' Compensation and Employer's Liability Insurance:**

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with

the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

**3. Other Insurance:**

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

**T. Confidentiality and Safeguarding Information:**

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information

used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**U. Warranty of Ability to Perform:**

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**V. Patents, Copyrights, and Royalties:**

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported



in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

**W. Independent Contractor Status:**

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**X. Electronic Funds Transfer:**

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

## **II. GRANTEE AND DEO AGREE:**

### **A. Renegotiation or Modification:**

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

### **B. Time is of the Essence:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

### **C. Termination:**

#### **1. Termination Due to the Lack of Funds:**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

#### **2. Termination for Cause:**

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

#### **3. Termination for Convenience:**

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall

not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**D. Dispute Resolution:**

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**E. Indemnification** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**G. Force Majeure and Notice of Delay from Force Majeure:**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**H. Severability:**

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

**I. Authority of Grantee's Signatory:**

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**J. Execution in Counterparts:**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**K. Contact Information for Grantee and DEO Contacts:**

<b>Grantee's Payee:</b>	<b>Grantee's Agreement Manager:</b>
Santa Rosa Board of County Commissioners	Lani A Birchett
6495 Caroline Street, Suite G	6495 Caroline Street, Suite G
Milton, FL 32570	Milton, FL 32570
Telephone No.: 850-981-2016	Telephone No.: 850-981-2016
Fax: 850-981-2015	Fax: 850-981-2015
Lanib@santarosa.fl.gov	LaniB@santarosa.fl.gov

**DEO's Agreement Manager:**

Kristi Turner
107 East Madison Street
Tallahassee, Florida 32399-4120
Telephone No.: 850-717-8971
Email address: Kristi.Turner@DEO.myflorida.com

In the event that any of the information provided in Section II.K. above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

**L. Notices:**

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when

personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**M. Attachments and Exhibits:** Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1:** Scope of Work
- **Exhibits A, B, C, and D to Attachment 1:** Quarterly Report, Financial Report, Invoice and Compliance Certification Form, and Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

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**N. Execution:**

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and, in the attachments, hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

**SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By   
Signature  
**Robert A. "Bob" Cole**

By \_\_\_\_\_  
Signature  
**Adam Callaway**

Title  
**Chairman**

Title  
**Deputy Secretary  
Strategic Business Development**

Date 3/24/2022

Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

ATTEST:   
Donald C. Spencer, Clerk of Court

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

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**Attachment 1**  
**SCOPE OF WORK**

**I. Project Description:**

**A.** Section 288.980(4), Florida Statutes (F.S.), established the Florida Defense Reinvestment Grant Program to respond to the need for the State to work in conjunction with defense-dependent communities in developing and implementing strategies and approaches that will help communities support the missions of military installations, and in developing and implementing alternative economic diversification strategies to transition from a defense economy to a nondefense economy. Sections 288.980(3)(a) and 288.980(3)(b), F.S., authorize the Department of Economic Opportunity to award grants related to the Florida Defense Reinvestment Grant Program for such activities as studies, presentations, analyses, plans, and modeling. Staff salaries are not considered an “activity” for which grant funds may be awarded. Travel costs and costs incidental thereto incurred by a grant recipient shall be considered an “activity” for which grant funds may be awarded. Section 288.980(7), F.S., limits the payment of administrative expenses to no more than ten percent (10%) of this grant. Grants are provided to support community-based activities that:

1. Protect existing military installations;
2. Diversify the economy of a defense-dependent community; or,
3. Develop plans for the reuse of closed or realigned military installations, including any plans necessary for infrastructure improvements needed to facilitate reuse and related marketing activities.

**B.** The State Fiscal Year 2021-2022 funding for the grant is provided by the 2021 General Appropriations Act in:

Line Item #2249	Special Categories Grants and Aids – Military Base Protection ... Defense Reinvestment
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**C.** The purpose of the grant is to protect and enhance military missions while reducing Santa Rosa County (SRC) dependence on military missions. Grantee shall complete the following: procure a contractor to complete and deliver the Peter Prince Field Airport Master Plan Study Phase II. This is a continued effort to provide a clear and concise planning guide to support economic diversification, Navy mission compatibility, local development compatibility, advance strategies which align with existing airport footprint, and engagement of stakeholders.

**II. Grantee Responsibilities:**

**A. Statutory Requirements**

Section 288.980(3)(c), F.S., requires that the Grantee:

1. Represent a local government with a military installation or military installations that could be adversely affected by federal actions.
2. Secure matching funds in an amount equal to thirty percent (30%) of the Grant award.
3. Prepare a coordinated program or plan of action delineating how the eligible project will be administered and accomplished, which must include a plan for ensuring close cooperation between civilian and military authorities in the conduct of the funded activities and a plan for public involvement. If part of an existing strategic plan, a copy of the plan must be included with the Grant Application submission.



4. Provide documentation describing the potential for changes to the mission of a military installation located in the applicant’s community and the potential impacts such changes will have on the applicant’s community.

**B. Project Scope**

During the term of the Agreement, the Grantee shall complete the following tasks:

1. Complete and submit to DEO’s Agreement Manager a copy of a draft Peter Prince Field Airport Master Plan, Phase II (the “Plan”). The Plan shall include, but is not limited to:
  - a) A Long-term economic diversification strategy;
  - b) A Revenue plan to increase support of airport operating costs;
  - c) Using the existing footprint, determine expanding airport uses opportunities;
  - d) An alternative means to encourage economic growth;
  - e) Dual or joint-use strategies to realize economic successes;
  - f) Contributing ideas from stakeholders in response to all proposed deliverables.
2. Deliver the draft Plan to the Santa Rosa County Board of County Commissioners for adoption. Submit a copy of the final, adopted Plan to DEO’s Agreement Manager.

**C. Deliverables.** The Grantee agrees to provide the deliverables specified below:

<b>Deliverable No. 1 – Draft Peter Prince Field Airport Master Plan Phase II</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall complete the Deliverable in accordance with the tasks set forth in Section II.B.1, Project Scope.	Grantee shall successfully complete the specified tasks in accordance with Section II.B.1, Project Scope, as evidenced by submission to DEO’s Agreement Manager of the following: <ol style="list-style-type: none"> <li>1. Copy of the signed agreement with professional planning firm to DEO’s Agreement Manager;</li> <li>2. Copy of the draft Peter Prince Airport Master Plan Phase II.</li> <li>3. Invoice in accordance with Section IV of this Scope of Work.</li> </ol>	Failure to perform the minimum level of service will result in non-payment for this Deliverable.
<b>Deliverable No. 1 - Total Amount Not to Exceed: \$30,000.00</b>		
<b>Deliverable No. 2 – Deliver final Peter Prince Field Airport Master Plan Phase II</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall complete the Deliverable in accordance with the tasks set forth in Section II.B.2, Project Scope.	Grantee shall successfully complete the specified tasks in accordance with Section II.B.2, Project Scope, as evidenced by submission to DEO’s Agreement Manager of the following:	Failure to perform the minimum level of service will result in non-payment for this Deliverable.

	<ol style="list-style-type: none"> <li>1. Final Adopted Peter Prince Airport Master Plan Phase II ; and</li> <li>2. Invoice in accordance with Section IV of this Scope of Work.</li> </ol>	
<b>Deliverable No. 2 - Total Amount Not to Exceed: \$30,000.00</b>		
<b>Total Project Costs Not to Exceed \$60,000.00</b>		

<b>Project Match</b>		
<b>Task</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall provide a minimum of 30% match by the end of the Agreement period and provide a summary of all match contributions.	Grantee shall provide a minimum of 30% match by the end of the Agreement period, as evidenced by submitting the Summary of all match contributions associated with the grant activities.	Failure to provide the 30% match by the end of the Agreement period will result in a reduction of the total grant award amount under this Agreement. The total maximum grant award shall be reduced proportionately to the amount of match not obtained. Grantee shall repay to DEO any amounts paid exceeding the maximum grant award as reduced.  For example, should Grantee match only 20% of the total grant award, the maximum award will be reduced by one-third. $[1 - (20\%/30\%) = 1/3]$
<b>Total Match Required: \$18,000.00</b>		

**Cost Shifting:** The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%) of the originating (transferred from) deliverable total funding amount.** Changes that exceed **ten percent (10%) of the originating (transferred from) deliverable total funding amount** will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

**D. Reports.** Reports shall be submitted electronically to DEO’s Agreement Manager, specified in Section II.K. of the Agreement. In addition to other Reports provided for herein, the following reports shall be provided to DEO:

1. **Quarterly Reports.** Using the templates provided in Exhibit A and Exhibit B to Attachment 1, Scope of Work, the Grantee shall report at least quarterly on the progress of the Project and expenditures. If no progress was made within the quarter, the quarterly report will state that. Reports may be made more frequently than once a quarter upon completion of milestones or other contracted deliverables. Quarterly reports shall be submitted in accordance with the schedule in the table below.

Quarter	For Activity in Months of:	Quarterly Status Report due by:
Q 1	July, August, and September	October 10
Q 2	October, November, and December	January 10
Q 3	January, February, and March	April 10
Q 4	April, May, and June	July 10

2. **Defense Grant Final Closeout Form.** Using the template provided in Exhibit D to Attachment 1, Scope of Work, the Grantee shall submit completed and duly executed by Grantee's authorized official the Defense Grant Final Closeout Form. The Grantee shall submit completed and signed Exhibit D as part of the last quarterly report. **Final disbursement shall be made only after DEO has approved the Defense Grant Final Closeout Form.**
3. **Final Audit Report.** The Grantee shall inform DEO's Agreement Manager within forty-five (45) days of Project completion of the type of audit that will be delivered at the end of the agreement. Either: 1) within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to DEO a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating in its professional opinion the Grantee has complied with this Agreement (the "Final Audit Report"); or 2) if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, F.S., (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to DEO at the time when such audit is completed (in any event, within one hundred twenty (120) days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement. **Failure to timely satisfy the Final Audit Report requirement may result in Grantee being deemed ineligible for future grant awards.**

#### E. Matching Funds.

1. **Match Amount.** Grantee shall secure and commit to providing, at a minimum, the thirty percent (30%) of the Grant award (the "Matching Funds") required by Section 288.980(3)(c)2., F.S., to establish and maintain eligibility. The Matching Funds shall be received from the identified sources and types indicated in the Project Budget. The term for the Matching Funds shall be concurrent with the Agreement period, as specified in Section I.C. of the Agreement.
2. **Contribution Types.** For this purpose, the Matching Funds may consist of the following types:
  - a. "Cash Contributions," which may include cash contributions from the Grantee, cash contributions from outside sources that are directly applied to the Project; or cash outlays to directly support the Project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the Project, and paying expenses such as travel, telephone, postage, or printing; and,

- b. “In-Kind Contributions,” which may include the reasonable value of the partial use of equipment, software, or staff from other divisions of the Grantee or from participating partners; the reasonable rental value of office space; or in-kind contributions from part-time or full-time personnel from other organizations that dedicate a certain percentage of their time to the Project, the value of which is calculated based on their regular hourly rate; or volunteers who work on the Project. If volunteers work outside of business hours, or do not have a regular hourly rate, the value of volunteer time shall not exceed forty dollars (\$40.00) per hour.

**3. Remedies for Failure to Meet the Matching Funds Required.** It is the Grantee’s responsibility to provide proof of the match with the invoice. If the Grantee fails to provide sufficient evidence to DEO that it secured the required Matching Funds by the end of the Agreement period, DEO may exercise any one or more of the following remedies:

- a. Reduction of Final Payment owed to the Grantee,
- b. Potential disqualification of Grantee from receiving future grant awards.

**III. DEO’s Responsibilities:**

- A. Monitor the ongoing activities of the Grantee through activities that may include, but are not necessarily limited to, phone calls, quarterly desk reviews of the documentation submitted for payment requests, and annual site visits to verify that all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- B. Perform contract management responsibilities pursuant to the Agreement.
- C. Review the Grantee’s invoices described herein and process them on a timely basis.
- D. Maintain paper or electronic copies of all documents submitted to the extent required by law.
- E. Reply to reasonable inquiries from the Grantee.
- F. DEO will only submit payment requests to the Department of Financial Services upon satisfactory documentation of completion of the deliverables described in Exhibit C to Attachment 1.

**Notwithstanding anything else herein, DEO reserves the right to subcontract any of its responsibilities under this Agreement, to the extent allowable by law. In the event DEO subcontracts some responsibilities hereunder, Grantee agrees to cooperate fully with DEO’s subcontractor regarding this Agreement unless and until DEO’s Agreement Manager provides written notice to the contrary.**

**IV. Invoice Submittal and Payment Schedule:**

DEO agrees to disburse funds under this Agreement in accordance with the amounts identified per deliverable in Section II.C., Deliverables, of Attachment 1, Scope of Work. In accordance with Section I.F.11, Funding Requirements of Section 215.971, F.S., of this Agreement, Grantee’s entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project. Grantee may submit an invoice that requests reimbursement for costs related to one or more deliverables for all services rendered during the applicable period of time with the limitation of a maximum of no more than one (1) invoice per month.

The following documents shall be submitted electronically to DEO's Agreement Manager with the itemized invoice:

- A. Completed and signed Invoice and Compliance Certification form from the Grantee, as shown in Exhibit C;
- B. Quarterly Report, as described in Exhibit A, if the invoice submission date coincides with the quarterly reporting schedule submission date;
- C. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
- D. Any additional documents required by this Agreement or DEO's Agreement Manager.

The State may require any other information from the Grantee that the State deems necessary to verify that the services have been rendered under the Agreement. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

**V. Final Payment:**

DEO shall hold for release a final payment of five thousand dollars and zero cents (\$5,000.00) or ten percent (10%) of the agreement amount per Section I.D. of this Agreement, whichever is less, upon DEO's receipt and acceptance of the Grant Agreement Final Closeout Report required by Section II.D.2. of Attachment 1, Scope of Work. **The acceptance of final payment, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of DEO by the Grantee from any and all claims, demands, and causes of action whatsoever to the extent arising from or related to this Agreement.**

**VI. Financial Consequences for Failure to Timely and Satisfactorily Perform:**

Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified in Section II.C., Deliverables, of Attachment 1, Scope of Work will result in assessment by DEO of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in this Agreement.

**VII. Notification of Instances of Fraud:**

All instances known or suspected by Grantee of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

**VIII. Grantee's Responsibilities upon Termination:**

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. stop work under this Agreement on the date and to the extent specified in the notice;
- B. complete performance of such part of the work as shall not have been terminated by DEO;

- C. take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
- D. upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**IX. Non-Discrimination:**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**X. Disposition of Project Property:**

- A. Pursuant to Section I.P.7 of this Agreement, upon termination of the Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- B. Grantee shall provide advance written notification to DEO, if during the five (5) year period following the termination of the Agreement period, Grantee proposes to take any action that will impact its ownership of the Project property or modify the use of the Project property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.
- C. Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
  - 1. Grantee is authorized to retain ownership of the improvements to real property so long as:
    - a. Grantee is not sold, merged or acquired;
    - b. the real property subject to the improvements is owned by Grantee; and
    - c. the real property subject to the improvements is used for the purposes provided in this Agreement.
  - 2. If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in C.1. above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

**XI. Subcontracts:** Pursuant to subsection I.N.1 of the Agreement, this shall constitute written authorization of DEO for Grantee to subcontract work under this Agreement to vendors, subject to the requirements of I.N.2, without further written authorization from DEO.

**Exhibit A to Attachment 1  
Quarterly Report**

**Report for quarter #** \_\_\_\_\_ **Date of the report:** \_\_\_\_\_

**Agreement Number:** \_\_\_\_\_ **Grantee:** \_\_\_\_\_

**If no reimbursement request is being made, complete items 1-5. Reimbursement requests should include items 1-5, and the attachment outlined in item 6.**

1. Summary of the Activities completed during the Reporting Quarter, or if no activity took place, a statement of no activity.
  
2. Summary of Activities scheduled to be completed during the Reporting Quarter, but which were not completed, including the reasons such activities were not completed as scheduled.
  
3. End date of the Agreement: \_\_\_\_\_  
  
On track to complete Project by the Agreement end date: \_\_\_\_\_ yes \_\_\_\_\_ no  
  
If no, justify:
  
4. State if Minority and Service-Disabled Veteran Business Enterprises were used in this Project as noted in Section I.N.7. of this Agreement.
  
5. Estimated payment request for the following quarter.
  
6. If requesting a reimbursement, pursuant to Section IV.A., Invoice Submittal and Payment Schedule of Attachment 1, Scope of Work, the following items shall be included with your report:
  - a. Completed and signed Invoice and Compliance Certification form, as shown in Exhibit C;
  - b. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
  - c. Any additional documents required by this Agreement or required by DEO's Grant Agreement Manager.



**Exhibit B to Attachment 1  
Financial Report**

**FINANCIAL REPORT FORM  
2021-2022 DEFENSE REINVESTMENT GRANT PROGRAM**

Grantee:		Agreement Number:		Report Date:	
----------	--	-------------------	--	--------------	--

Grant Period Ending:	<input type="checkbox"/>	March 31	<input type="checkbox"/>	June 30	<input type="checkbox"/>	September 30	<input type="checkbox"/>	December 31	Year:		<input type="checkbox"/>	<b>FINAL</b>
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Budget Category	Local Matching Program Expenditures			State Funded Program Expenditures			Total Program Expenditures		
	Award Allocation	Actual		Award Allocation	Actual		Award Allocation	Actual	
		Current Quarter	Grant to Date		Current Quarter	Grant to Date		Current Quarter	Grant to Date
<b>Line Item 1</b>									
Activity 1:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Activity 2:									
<b>Line Item 2</b>									
Activity 3:									
Activity 4:									
<b>Line Item 3</b>									
Activity 5:									
Activity 6:									
<b>Total:</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$

## Exhibit C to Attachment 1 Invoice and Compliance Certification Form

*This Invoice is a summary of all the costs that you are claiming at this time. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.*

Grantee:  
Street Address:  
City, State & Zip Code:  
Contact Email:  
Contact Phone (Include Area Code):

Agreement Number:  
Invoice Number:  
Invoice Period (Dates):  
FEIN:  
Fax (Include Area Code):

To: **FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**  
107 East Madison Street  
Tallahassee, FL 32399

<b>DESCRIPTION: Deliverables Including Minimum Performance Standards</b>				
<b>Deliverable:</b> (Specify the deliverable number, its description in the agreement, and the minimum performance standards met.)				
<b>Costs Associated with the Deliverable:</b> (List the costs to be reimbursed associated with this deliverable. Provide the Name of the Contractor, the Contractor Invoice #, and the period covered by the invoice. A copy of the invoice, proof of payment via the front and back of the cancelled check or the credit card payment, and a zero balance from the contractor should be attached.)				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
<b>Deliverable:</b>				
<b>Costs Associated with the Deliverable:</b>				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
<b>Deliverable:</b>				
<b>Costs Associated with the Deliverable:</b>				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
<b>TOTAL AMOUNT OF INVOICES REQUESTED FOR REIMBURSEMENT: _____</b>				

**Grantee Certification:**

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Grantee Name printed:

Title:

Grantee Signature:

Date:

**Exhibit D to Attachment 1**

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

**GRANT AGREEMENT FINAL CLOSEOUT FORM**

<b>Recipient Name:</b>	<b>DEO Agreement Number:</b>
<b>Vendor ID (MyFloridaMarketplace):</b>	<b>Initial Agreement Amount:</b>
<b>FEIN:</b>	<b>Amount of DEO Funds Deobligated (Forfeited):</b>
<b>Contract End Date:</b>	<b>Final Agreement Amount:</b>
<b>Audit Report Date:</b>	<b>Amount of Matching Funds Received:</b>

**Section A: Financial Reconciliation**

1. Total Recipient Funds Received from DEO:	
2. Total Recipient Expenditures:	
3. Balance of Unexpended Program Income (from Section B):	
4. If 3 is negative, this amount must be refunded to DEO:	
5. If 3 is positive, this amount must be remitted to the Grantee:	

**Section B: Statement of Recipient Income**

*If there was no receipt of income earned under this Agreement, write NA under Source and continue to Section C. If there was recipient income earned under this Agreement, provide the information requested below.*

<b>A. Source of Income</b>	<b>B. Amount of Income</b>	<b>C. Amount Expended</b>	<b>D. Balance (B-C)</b>
<b>Total Income Earned</b>			

**Section C: Property Inventory Certification**

*If no tangible property was purchased in the contract period, write NA under Description and continue to Section D. All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to DEO if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of DEO.*

<b>Description and Serial Number(s)</b>	<b>Quantity</b>	<b>Acquisition</b>		<b>Condition</b>	<b>Location</b>
		<b>Cost</b>	<b>Date</b>		

**Section D: Recipient Certification**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name:	Signature:
Title:	Date Signed:

**Section E: Final Report Disclosure**

Explain any material changes in circumstances that may affect the outcome of commercial potential of the project.

--

-----THE SECTION BELOW IS FOR DEO USE ONLY-----

**Section F: DEO Internal Review and Approval**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name:	Signature:
Title:	Date Signed:

**- Remainder of Page Intentionally Left Blank -**

## **Attachment 2**

### **AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or Paper (hard copy):  
Department Economic Opportunity  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room  
401 111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by

or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or Paper (hard copy):  
Department Economic Opportunity  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Attachment 2**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

N/A

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project:

State Awarding Agency:	Florida Department of Economic Opportunity
Catalog for State Financial Assistance Number:	40.040
Catalog for State Financial Assistance Title:	Economic Development Partnerships
Total State Award Amount:	\$60,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. The recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at <https://apps.fldfs.com/fsaa/catalog.aspx> and the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/compliance.aspx>.
2. The services and purposes for which the funds are to be used are identified in Attachment 1, Scope of Work, of the Grant Agreement.

NOTE: Title 2 CFR § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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**Attachment 3  
AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?  
 Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



A Proposal to Provide a:

# Professional Study for NAS Whiting Field Aviation Mission

Prepared for:  
**Santa Rosa County**

RFP 22-029  
April 28, 2022



Cover photo by Julie Ziegenhorn, Naval Air Station Whiting Field

Letter of Transmittal



1



Matrix

April 28, 2022

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite M  
Milton, Florida 32570

**RE: RFP 22-029 Professional Study for NAS Whiting Field Aviation Mission**

Dear Evaluation Committee Members:

The NAS Whiting Field (NASWF) Aviation Mission professional study is an important opportunity for Santa Rosa County (County) to identify realistic opportunities for compatible economic growth by leveraging the County's aviation assets, including Naval Air Station Whiting Field, the future adjacent Aviation Park, and Peter Prince Field. **Matrix Design Group, Inc.** (Matrix) welcomes the opportunity to continue our long-standing partnership with the County and deliver quality solutions in an expedited manner.

Matrix is committed to continual improvement by pioneering innovative approaches for every client we serve, including state-of-the-art methods, practices, and technologies to enhance our products and processes. We will build upon our previous success within the region to expand upon existing partnerships, plans, and projects that enhance the long-term viability of the military throughout northwest Florida. Among many key advantages, Matrix is uniquely positioned based on the following qualities.

- **Experts in Defense-related Economic and Land Development.** Leveraging a community's defense-related aviation assets for economic development requires an understanding of the region's military mission sets and compatibility requirements, as well as the needs of defense contractors and their commercial counterparts – which oftentimes conflict. Unlike firms specializing in pure economic development, our Team includes experts in both military and commercial land development and planning. If done correctly, the County's defense-related aviation assets can be leveraged to attract commercial firms with complementary uses; however, this requires a unique combination of skills that very few firms can assemble. Over the last twenty years, our Team has developed these skills by way of real-world development experience both on and off installations.
- **Knowledge and Experience at the Local, Regional, and State Levels.** Matrix has first-hand, in-depth knowledge of Florida military installations through years of experience supporting the County and others on a variety of related projects. Matrix completed the Florida Defense Factbooks and Florida Defense Industry Economic Impact Analyses dating back to 2013. Additionally, we were instrumental in the creation, and subsequent on-going facilitation, of both the Tri-County Community Partnership Initiative (TCPI) in 2014 and the West Florida Defense Alliance (WFDA) in 2017. Our success with these defense community support initiatives has been shared on a national stage at Association of Defense Community (ADC) events as benchmark programs. More importantly, our work with these communities, most notable in the very recent Strength, Weakness, Opportunity, and Threat analysis, provides us with the insights and relationships needed to correctly interpret local, regional, and statewide defense-related issues.

- **National Military Installation Compatibility Study Experts.** Matrix has successfully executed a variety of military installation compatibility studies throughout the country for more than 20 years. Our projects, and the recommendations contained therein, have assisted defense communities address aging infrastructure, incompatible development and a host of resiliency issues, among many other factors. We have experience building collaborative relationships with a multitude of federal, state, and regional agencies as well as numerous communities and jurisdictions.
- **Multidisciplinary, Experienced Team.** Our Team consists of military and policy experts, land planners, urban designers, market analysts, development engineers, and facilitators who possess in-depth knowledge of defense-related strategic basing, economic, and budgetary trends. As demonstrated by our statewide economic impact analyses on behalf of the Florida Defense Support Task Force, we understand the numerous ways in which Florida communities are impacted by the military presence throughout the state. Our success is also attributable in part to having a team with vast military and commercial experience with intimate knowledge of installation operations and processes. With an office in Niceville, the Matrix Team is personally familiar with the defense-related issues that face northwest Florida and the several installations residing within.

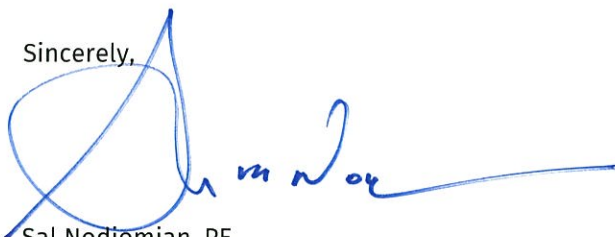
Work for this project will be accomplished from Matrix's office at 320 Bayshore Drive, Niceville FL 32578.

Matrix Design Group, Inc. is not a minority-owned business enterprise (MBE) or woman-owned business enterprise (WBE).

By virtue of submission, Matrix Design Group, Inc. declares that all information provided is true and correct. I, Sal Nodjomian, am legally authorized to enter into a contract in the name of Matrix Design Group, Inc.

We look forward to the opportunity to leverage our significant northwest Florida-based experience in economic and land development, strategic planning, compatibility planning, partnerships, facilitation, and economics to provide an unmatched suite of services for the County. We are passionate about assisting defense communities and look forward to our continued partnership with the County as outlined in our proposal. If you have any questions regarding our proposal, you can reach us by phone at 850.279.4298 or by email at [matrix@matrixdesigngroup.com](mailto:matrix@matrixdesigngroup.com).

Sincerely,



Sal Nodjomian, PE  
Chief Executive Officer

Qualifications



2



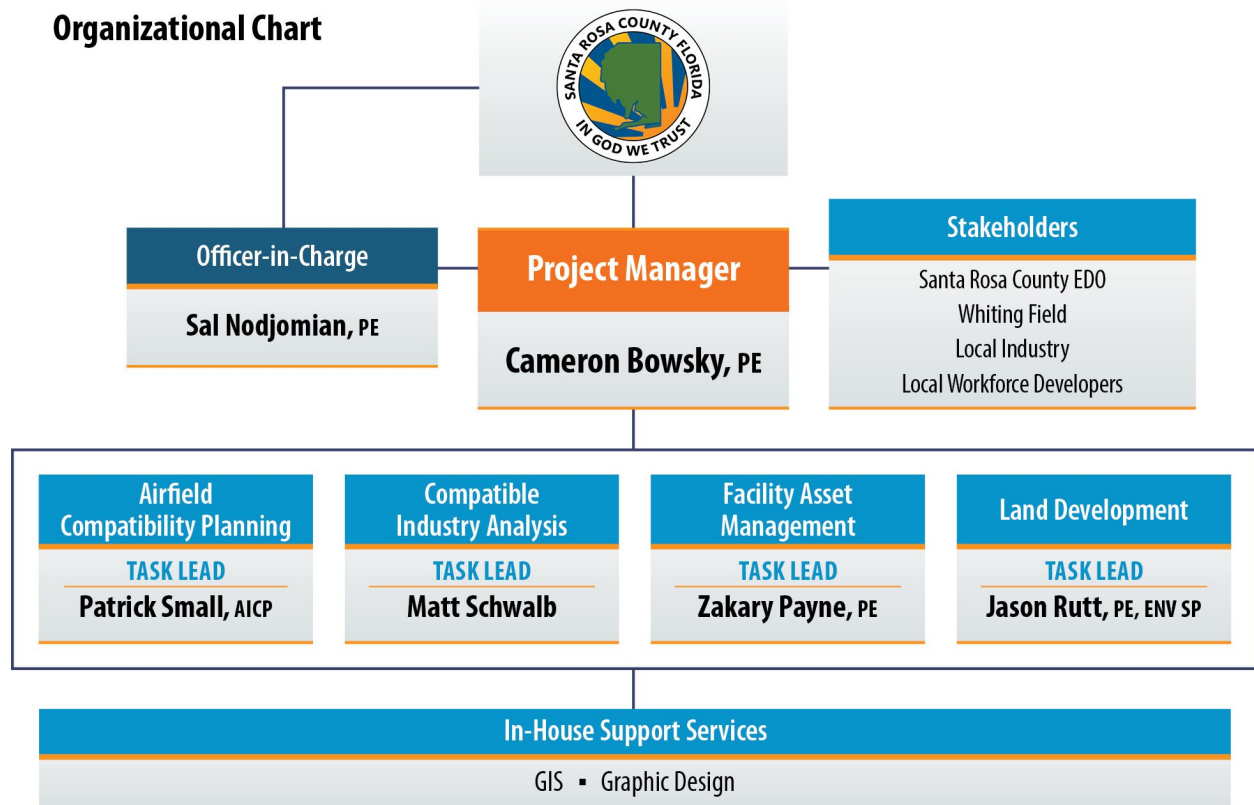
Matrix

# Qualifications

## Project Team

The Matrix Team has been assembled by task as shown in the organizational chart below. Each task lead was selected based on expertise in support of similar efforts. Individuals' specific roles on this project and their relevant experiences are captured in their resumes, provided in Section 6 of our proposal.

### Matrix Team Organizational Chart



## List of Current Clients

The following list private organizations, public agencies, and municipalities represent current clients (with active, on-going projects) of Matrix's Government Consulting Services (GCS) Center of Excellence. This is not a comprehensive list of every active client of GCS or Matrix Design Group as a whole, but rather a tailored selection suited to the subject-matter articulated in the RFP.

- First Place Partners – Santa Rosa County, Florida
- Enterprise Florida, Inc.
- Florida Defense Support Task Force
- OneOkaloosa – Okaloosa County, Florida
- Oakland County, Michigan



## Similar Project Experience

Matrix offers tremendous experience and expertise related to the airfield and military compatibility planning process. We have successfully delivered for large and small municipalities throughout the country. The County will benefit from our national experience. But while we are a national firm, we are also local, offering services out of our Niceville office. Some examples of our experience are demonstrated in the project descriptions that follow.

### Oakland County Southwest Airport

**Similar Services:** Alternative Airfield-Use Analysis; Economic Development Consulting; Master Planning

Oakland County Michigan’s Southwest Airport became county-owned in 2000. It was not generating significant revenue for the County and the 67 acres associated with the airport appear to be a prime economic development opportunity in the county’s fastest growing area. As one of the 10 wealthiest counties in America, Oakland County is looking for options to maximize growth in jobs and take a step forward in the unmanned aerial vehicle (UAV) market.

In 2021 Matrix assisted the county to better understand the constraints and opportunities as they relate to the Federal Aviation Authority (FAA), current demand for commercial real estate, and associated growth opportunities. Matrix conducted robust analysis to help Oakland County understand the opportunities for redevelopment of the county-owned Southwest Airport located in Lyon Township. Matrix performed a comprehensive market analysis, reviewed applicable FAA policies and precedents, and explored the opportunities to exploit growth in the unmanned aerial vehicle industry. Ultimately, Matrix efforts recommended the county pursue re-purposing of a 10-acre portion of the airport located in the northeast corner of the property. The conceptual land use diagrams created by Matrix reveal a potential for 70,000 square feet of flex use and another 18,000 square feet of office space. Matrix confirmed the ideal industry to be pursued is research and development which will serve the demand projected and, help bring in high-wage jobs to the region and lead to development that is compatible with the airport.

Matrix assessed the region around the airport and provided the county with 10-year projected net-new demand for single-family residential and commercial real estate (CRE), to include multifamily (number of units), retail (by square foot), light industrial/flex (by square foot), and office (by square foot) product. This analysis considered the evolving nature of each land use – particularly considering the COVID-19 pandemic and its lasting impacts on CRE. The analysis considered historical and forecasted demographic and industrial employment patterns, regional real estate supply and competition, current permitting, and other land development factors and limitations throughout the site’s trade area. Matrix also researched and produced a comprehensive summary of FAA policies and precedents that could influence and change of use of the land being evaluated.

Finally, Matrix conducted a discovery effort to understand the art of the possible for Oakland County with respect to attracting businesses to repurpose the Southwest Airport, specifically in the unmanned or drone space. This included direct engagement with companies like AVEOPT and Airspace Link, as well as Michigan Unmanned Aerial Systems Consortium, FAA advocates, companies in the UAV industry, and more.



## Pine Bluff Arsenal Compatible Use Study

**Similar Services:** Compatible Land-Use Planning; Compatible Industry Analysis; Stakeholder/Public Facilitation

Matrix completed the Compatible Use Study (CUS) for Pine Bluff Arsenal in 2021. Pine Bluff Arsenal comprises more than 13,500 acres of land and contributes more than \$141 million dollars in annual economic impact to the region and State of Arkansas. The project focused on protecting the existing military mission and potential future missions at Pine Bluff Arsenal, while balancing regional economic development. The CUS was a collaboration between Pine Bluff Arsenal, the cities of White Hall and Pine Bluff, Jefferson County, the Southeast Arkansas Regional Planning Commission, and state and federal agencies. Public engagement with these stakeholders and members of the community was integral in the development of strategies to ensure compatibility between the military and the community.

Through extensive coordination with the stakeholders, the following key compatibility issues were identified: transportation and installation access; environmental conditions, such as air quality and flooding potential; and future incompatible development potential in the community. Through the identification of these issues, recommendations were developed to mitigate them. Recommendations included the development of various studies, mapping tools, memoranda of understanding (MOU) between Pine Bluff Arsenal and community stakeholders, educational materials, and updates to existing regulations. Potential funding sources were identified for each recommendation to provide next steps for implementation.

***Matrix is also conducting a compatible industry analysis that identifies those value-added industries the County can recruit to the region that leverages the manufacturing output of the Pine Bluff Arsenal. The analysis provided the County with a comprehensive analysis of regional and national defense contracting activity which included supply chain gaps for the installation and surrounding industries.***

In addition to the recommendations provided, Matrix developed a compatible development evaluation map and associated checklist. The purpose of the map and checklist is for developers to determine whether their proposed planning projects should be coordinated with Pine Bluff Arsenal due to potential compatibility concerns.

## Florida Defense Industry Economic Impact Analysis and Factbook

**Similar Services:** Defense Industry Analysis; Economic Impact Analysis; Defense Contracting Analysis

Matrix provided planning services to assist the Florida Defense Support Taskforce (FDSTF) in identifying the total economic impacts associated with the Florida Defense Industry. This effort strived to analyze defense impacts and develop strategies to assist in adapting to ever-changing defense environments. Matrix utilized the Regional Economic Modeling Incorporated’s Policy Insight Plus (REMI PI+) econometric model to estimate impacts at the regional and county levels, which allowed us to estimate impacts of the defense industry on current and future economies.

As part of the analysis, Matrix provided an in-depth assessment of defense-related contracting activity throughout the state. The assessment identified leakages in Florida’s defense supply chain as well as subsequent opportunities for the state to retain those dollars by way of filling the supply chain gaps with local firms. Our expertise in defense industry analysis, economic impact analysis, econometric modeling, and our understanding of the intricacies of defense spending is why the FDSTF has chosen Matrix to provide every bi-annual update dating back to 2016.



## Florida Military Installation and Community Resiliency Plan

**Similar Services:** Infrastructure Improvement; Stakeholder/Public Facilitation; Community Planning

The Florida Military Installation and Community Resiliency Plan for Enterprise Florida, Inc./Florida Defense Support Task Force (EFI/FDSTF) will develop strategy and identify objectives for the State of Florida, along with Florida military installations partners, to improve installation and community resiliency. The project will provide a holistic review of ongoing efforts to capture the entirety of military installation and community resiliency initiatives across the state. While the resiliency efforts often focus on climate change and adaptation, this project will provide a broader mission assurance view that focuses on the human and infrastructure capital necessary to make stronger military installations and associated defense communities that are better able to withstand, manage, and recover from disasters or national security events. This effort will result in a consolidated list of viable defense-related resiliency projects that will guide the FDSTF in advocating for resourcing, whether through federal, state, and local grants or other available resources.



Matrix is actively engaged with all defense community leaders across the state; however, to ensure a complete picture is painted, Matrix is including entities that directly affect defense community resiliency by incorporating input from electric, natural gas, water, wastewater, and internet service providers, as well as private developers. The project will compile information from capital improvement plans, emergency operation plans, infrastructure restoration plans, hazard mitigation plans, transportation studies, and joint land use and compatibility studies to build a library of projects for EFI/FDSTF to assist and support gaining access to funding. Additionally, we will provide information on DoD policy, guidance, and funding opportunities; develop state-level guidance recommendations; distribute best practices to generate additional ideas and projects; and recommend grant priorities and funding avenues to bring projects from concept to reality.

## Columbus Business Retention and Expansion Plan

**Similar Services:** Economic and Financial Analysis; Target Industry Analysis; Economic Development

The Valley Partnership Joint Development Authority (Valley Partnership) commissioned a study, completed by Matrix in 2015, to determine the impacts of military personnel drawdown at Fort Benning, Georgia. The study estimated the region lost roughly 5,100 total jobs and approximately \$800 million in gross domestic product associated with the loss of approximately 3,000 military personnel. To help the region recover from this loss, the Valley Partnership worked closely with the Office of Economic Adjustment to secure an additional grant opportunity to execute a Business Retention and Expansion Plan (BREP) throughout the greater Columbus region. This effort focused on developing a regional action plan for the greater Columbus Region along with 21 actionable recommendations in the following key areas:

- Target industry cluster prioritization
- Workforce development
- Education curriculum and programmatic adjustments
- Workforce recruitment
- Requirements of a formal business retention and expansion program

## Baltimore County Master Plan 2030 - Commercial Real Estate Forecast

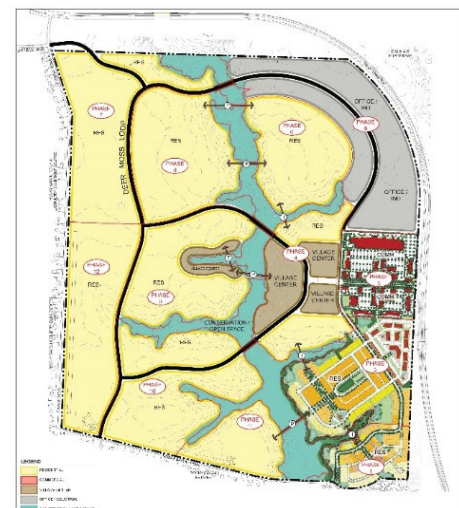
**Similar Services:** Community Development Master Planning; Commercial Real Estate Forecasting

Matrix was retained by Baltimore County, Maryland to develop a 10-year forecast for commercial development in support of the county's 2030 Master Plan. Through this effort Matrix estimated square footage demand for retail, office, and light industrial throughout five separate planning corridors. Our analysis incorporated special consideration impacting commercial development including COVID-19 shutdowns, the rapid growth of e-commerce, and the changing space requirements of property end users as they pivot away from traditional brick and mortar facilities. The study utilized both qualitative and quantitative approaches and the results were presented to and adopted by key stakeholders. The results were also captured in an Esri StoryMap for Baltimore County to host on their website. The StoryMap merged Geographic Information Systems (GIS) and assessment results into an interactive digital product that allows users to explore the various datasets supporting the analysis and recommendations in one easy-to-use location.

## Deer Moss Creek Master Plan

**Similar Services:** Market Analysis; Local Development Compatibility; Master Planning

Since 2015, Matrix Design Group has been the lead planner for the 1,100-acre Deer Moss Creek (DMC) mixed-use development located in Niceville, Florida. Matrix created the conceptual land use plan, conducted two market analyses to determine product demand, developed site-wide and phase-specific pro formas, and developed the conceptual infrastructure master plan. Working closely with the developer, our Team provided single- and multi-family residential and commercial (office, retail, and light industrial) product absorption forecasts and property valuation estimates for the entire master-planned development. These estimates fed into the pro forma that Matrix prepared, which estimated the net present value and financial return to the developer.



In addition to the pro forma, Matrix developed a tax increment financing (TIF) model that projected the increase in property values and associated tax revenue that would be collected as a result of forming a TIF district to help finance the development. To date, property sales have met pro forma projections, allowing for continued infrastructure expansion and sales.

Matrix prepared detailed site plans for multiple development phases including single family residential parcels, the town center, retail/commercial and industrial parcels, and the regional sports complex. Combining drone imagery into a 3D fly-through brought the planning concepts to life and showcased the urban design of the town center.

## Freedom Beacon Park Enhanced Use Lease

**Similar Services:** Public-Public/Public-Private (P4) Partnerships; Market Analyses; Master Planning

In 2016, Eglin Air Force Base hosted an Industry Day to solicit interest from regional developers on an enhanced use lease opportunity outside the installation’s west gate. The installation sought options on developing a 50-acre orphaned parcel just north of Fort Walton Beach, Florida. Matrix worked with the Jay Odom Group – a local land developer – to develop a proposal package outlining land use and design, circulation plan, market assessment, and financial feasibility. Moreover, Matrix provided consulting and facilitation services to assist the client with navigating the enhanced use lease process with the Air Force Civil Engineer Center (AFCEC) and Eglin Air Force Base.



In addition to design and consulting services, Matrix worked closely with the client to demonstrate market demand and financial feasibility. To do so, Matrix conducted a market study looking at future demand for multifamily housing, office, and retail commercial product. The study included absorption forecasts as well as other real estate performance indicators. The market study was then used to develop a pro forma which was used to develop a lease agreement between the Air Force and the client. Pro forma also projected financial returns over a 30-year lease.

## USAF Visitor Center – TrueNorth Commons

**Similar Services:** Master Land-Use Planning; Public-Public/Public-Private (P4) Partnerships; Land Development

Matrix was selected by the U.S. Air Force Academy (USAFA) to prepare a development plan for 56 acres of Federal property immediately outside the north gate of the academy through its extended use lease (EUL) program, in Colorado Springs, Colorado. The purpose of the new development, TrueNorth Commons, was to relocate the existing USAFA Visitor Center outside the security gate of the academy, adjacent to Interstate 25, to make it more accessible to visitors and to accommodate expansion of the facilities it offers.



TrueNorth Commons is a mixed-use development designed to create a synergy between the new Air Force Academy Visitor Center and Air Force Academy related businesses, guests, and visitors. Composed of a four-star hotel, a three-star hotel, conference facilities, commercial office space, food and beverage, an indoor free flight facility, and a variety of in-line retail, TrueNorth Commons will meet the needs of academy visitors, cadet family members, business travelers, and regional commuters.

## Okaloosa Tri-County Growth Management Plan

**Similar Services:** Compatible Growth Planning; Economic Development Consulting

The 2005 Base Realignment and Closure Commission named Eglin Air Force Base (AFB) as the recipient of two significant new missions, namely the relocation of the 7th Special Forces Group from Fort Bragg, North Carolina, and the stand-up of the new Joint Strike Fighter Integrated Training Center. Eglin AFB, the largest Air Force installation by land mass in the world, spans three counties. These new missions bring a large population increase in a short time period to the tri-county area.

The Tri-County Growth Management Plan (GMP) provides a strategic action plan on how each jurisdiction should plan to provide additional community services to this new population growth and maintain the level of service they currently are providing. The plan identifies significant community services impacts to the three counties and 17 jurisdictions located in the region. The community services that were assessed and addressed in the action plan include:



- Recreation facilities
- Quality of life
- Roads/transportation
- Housing
- Public utilities and infrastructure
- Land use
- Economic impacts
- Opportunities for job creation
- Public safety and emergency services
- Health and social services
- Education

## Florida Defense Contractor Supply Chain Mapping Tool

**Similar Services:** Economic Development Consulting; Defense Contracting Analysis

To assist with defense-related economic development efforts throughout Florida, the Department of Economic Opportunity received a grant from the Office of Local Defense Community Cooperation (OLDCC) to develop a statewide aerospace and defense web portal. This portal was intended to allow defense contractors to identify supply chain partnering opportunities. To further enhance the portal, now known as Connex, Enterprise Florida hired Matrix to provide detailed mapping of Florida’s defense contracting ecosystem.



Utilizing a web-based ArcGIS platform, Matrix developed the Defense Contractor Mapping Tool designed for use by small business and economic development organizations to better understand defense contracting activity throughout the state of Florida. The tool is designed for users to identify where Florida-based prime contractors are winning and performing work, within which industries they operate, and the products and services they provide for the departments of Defense and Homeland Security. The tool also maps the entire Tier 1 supply chain of every prime defense contractor in Florida. For economic developers and small businesses interested in defense work, these data are critical to identifying business development opportunities.

## Coconino County JLUS Implementation

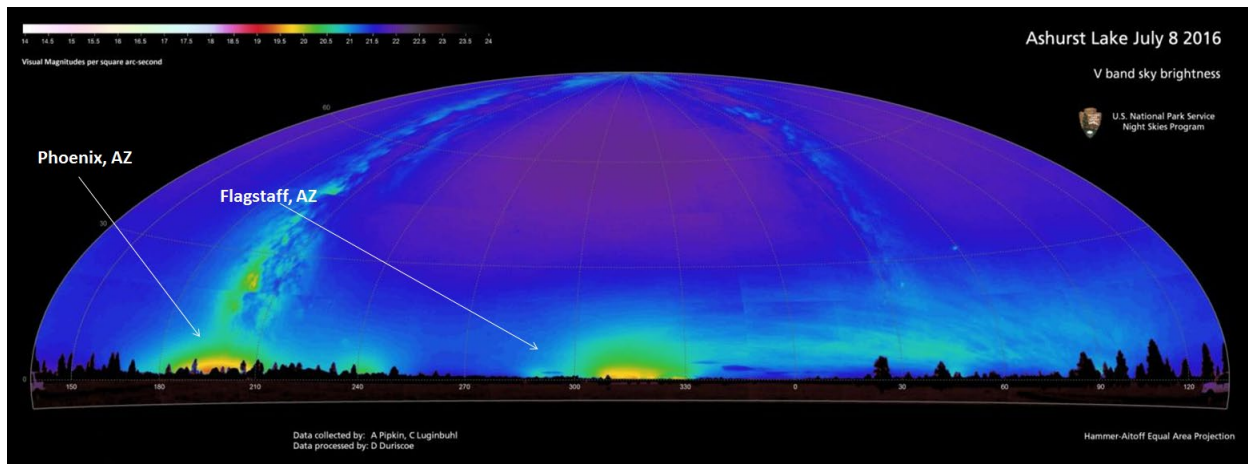
**Similar Services:** Stakeholder/Public Facilitation; Compatible Industry Analysis; Land Development

Matrix conducted the Coconino County JLUS Implementation project which addressed several key issues identified around Camp Navajo and Naval Observatory Flagstaff Station (NOFS) in northern Arizona. Camp Navajo operates as a storage and training facility; it serves as an active duty and reserve component maneuver training site for all departments of the military. Camp Navajo is the only Tier II Maneuver Training Center installation in Arizona. NOFS has the important distinction of being the U.S. Navy’s dark sky observatory site and thus requires clear, dark skies to effectively maintain its mission.

For this project, Matrix is conducting six separate implementation tasks – creating a dark sky non-conforming database, developing a public outreach and education campaign plan for local communities, conducting a forest industry feasibility study to manage overgrown forest areas that have high potential for wildfires, developing state-level legislation analysis and a strategic engagement plan to promote state legislation to protect the installations, creating an installation resiliency report, and conducting an economic impact study for Camp Williams to provide economic benefit information to the communities.

***Of particular note, Matrix is conducting a compatible industry analysis that identifies those value-added industries the County can recruit to the future Industry Park located adjacent to Camp Navajo. The analysis provided the County with an economic base identifying those industries driving the regional economy as well as those that can be leveraged to recruit from nationally. For each industry identified, they were evaluated from military compatibility utilizing several factors specific to Camp Navajo and the surrounding region.***

The other tasks of this project will focus on protecting the missions at Camp Williams and NOFS through developing legislation, providing information to the local communities, and ensuring resiliency of the installations to establish regional protocols and partnerships to manage emergencies such as winter storms, wildfires, droughts, and other factors that could impact mission readiness of the installations. Wildfire management is a major concern for the region due to overgrown forests and limited resources to manage them. Matrix will assist the installations and communities in identifying actions to take and additional resources to support managing forest growth. This will not only protect the military missions, but also protect the residents and businesses in the surrounding communities.



## Current Contracts with Perceived Conflict of Interest

Per the solicitation, below are regional clients with whom Matrix is currently working. Each project is in support of growing the regional military presence and, rather than creating a conflict of interest, Matrix believes each project only strengthens our ability to successfully support Santa Rosa County with this endeavor. We hope the County will reach out to each client to understand our role and our success rate over the last several years we have supported each.

- Northwest Florida Strength, Weakness, Opportunity, and Threat Analysis

Matrix led a “Strength, Weakness, Opportunity, and Threat” (SWOT) analysis dedicated to Escambia and Santa Rosa counties, the Navy installations they host (Naval Air Station [NAS] Pensacola and NAS Whiting-Field, respectively), and their associated outlying fields and stations (e.g. Corry Station and Saufley Field). This included coordination, facilitation, and execution of multiple community forums with representatives from the entire spectrum of community leaders (public services, real estate developers, emergency response, school districts, etc.) in addition to one-on-one interviews with key leaders of each installation and elected officials. This was a critical step to determine how to best to support the military installations by shedding light on the challenges and opportunities each installation faces to give supporting agencies visibility into where their capabilities can be best leverages to support.

- West Florida Defense Alliance (WFDA)

Matrix is providing consultant support to the Greater Pensacola Chamber to promote Department of Defense growth in the Pensacola Region by enhancing and protecting military missions and commands. This effort strives to preserve, protect and enhance the military installations, create and foster long-term economic development strategies in support of the military community and works



to improve the community's military friendly environment for service members, dependents, retirees and businesses that bring military and base-related jobs to the area. In addition, Matrix updated the Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of NAS Pensacola conducted by the Florida Defense Support Task Force (FDSTF) in 2012. Matrix facilitated engagements with the Navy, Air Force, and Marine Corps to review this assessment and provided an actionable plan for the Pensacola Region in preparation of any future base realignment and closure (BRAC) actions.

- **Tri-County Partnership Initiative (TCPI)**

Matrix provided professional consultation to the Economic Development Council (EDC) of Okaloosa County after establishing a Tri-County Community Partnership Initiative (TCPI) supporting Eglin Air Force Base and Hurlburt Field. Our team actively facilitates this initiative, and we are researching and identifying focus areas for potential new partnership authorities and opportunities. In several cases, we have moved to the early implementation stages of unique public-public/public-private partnership agreements. We are proud to have facilitated multiple successful agreements including a memorandum of understanding between the base and community to collaborate, create, and preserve jobs for military members and dependents, as well as a unique solution to utilize concrete debris from the installation for offshore reef habitats benefitting the environment and tourism industry while saving the installation thousands in disposal costs. The continued objective of TCPI is to leverage military installation and local community capabilities to achieve reduced operating and service costs in support of the military mission. Matrix has worked with EDC on a continuous basis since May 2014.

Approach



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Matrix

# Approach

## Project Understanding

Defense spending represents \$96.6 billion in statewide economic impact for Florida. This equates to 8.5% of the statewide economy and over 860,220 direct jobs. This impact is magnified when you focus on Santa Rosa County (home to NAS Whiting Field), where defense spending accounts for \$718.2 million in impact and 30.4% of the economy. Cities, counties, and states are doing everything in their power to **protect military installations, diversify the economy of defense-dependent communities, and develop plans for the reuse of closed or realigned military installations**. This includes developing the plans necessary for infrastructure improvements needed to facilitate reuse and related marketing activities.

NAS Whiting Field, situated in Santa Rosa County, occupies approximately 12,000 acres, including 13 outlying fields with three separate and fully operational airfields. Its mission is to produce the military's best-trained "aviation warfighter." The installation hosts 21 tenant activities including Training Air Wing Five, which produces more than 1,200 pilots a year. Whiting Field is home to the largest air wing in the U.S. Navy and produces 100% of all Navy, Marine Corps, and Coast Guard helicopter pilots. It boasts 56% of the entire Navy's outlying landing fields and 17% of all U.S. Navy flight hours.

Peter Prince Field (2R4) is located in central Santa Rosa County in the northwest region of Florida between Mobile, Alabama and Fort Walton Beach, Florida. The airport is located approximately 20 statute miles northeast of Pensacola, Florida, and approximately three miles east-northeast of the City of Milton central business district. **Peter Prince Field is the only airport dedicated to general aviation within the County** and is owned and operated by Santa Rosa County. It provides several general aviation services to the surrounding community. Of the airport's 221.3 acres, approximately 10 acres are county-controlled easements and rights-of-way. Peter Prince Field serves the general aviation community, including general aviation and business flyers, with two fixed-base operators: Aircraft Management Services (AMS) and Milton Aviation Partners, LLC.

Systematically collating the contents of the 2020 Peter Prince Field Airport Master Plan, the Limited-Access Use Agreement of Whiting Aviation Park, and the 2006 adopted Joint Land Use Study (JLUS) into one cohesive, all-inclusive document is paramount to identifying **new capabilities, future opportunities, and options for compatible growth** for the County. Arming County officials with actionable recommendations requires the validation of historical findings, inclusion of new starts reflecting recent pursuits in the region, and renewed engagement with the community and installation.

## Approach

The following tasks outline Matrix's methodology to effectively and expeditiously develop a concise planning guide to support economic diversification, ensure Navy mission compatibility, advance local development efforts, and promote strategies which align with the existing airport footprint. This scope of work can be completed by June 20, 2022, assuming notice-of-award is provided no later than May 13, 2022.

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### Task 1: Discovery

Matrix will initiate discovery by first submitting a request for information (RFI) to identified points of contact from Peter Prince Airport, namely, to acquire products supporting the three key reference documents of this study (existing master plan, limited-access use agreement, and JLUS). Matrix will coalesce these resources with information recently acquired from NAS Whiting Field through a strength, weakness, opportunity, and threat analysis, which include plans, studies, reports, airspace information, and other agreements. Information gained through this RFI will be synthesized and used to establish the initial framework and focus for the engagement phase.

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### Task 2: Engagement

Matrix will deploy a team of experts to Santa Rosa County for up to three days of in-person engagements with the key stakeholder including, but not limited to, the Peter Prince Field airport manager, AMS Flight School, Santa Rosa County officials, economic developers, and installation personnel. The in-person engagement will consist of one-on-one or small group interviews. When appropriate, Matrix will conduct follow-up engagements, virtually or via phone, to clarify findings and observations made during the interviews.

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### Task 3: Compatible Industry Growth

To identify compatible growth opportunities leveraging NAS Whiting Field, Aviation Park, and Peter Prince Field's aviation assets, Matrix will conduct a market study capturing market demand for aviation and nonaviation light industrial/flex/office uses locally, regionally, and nationally. This assessment will consider both defense and commercial demand by way of projected defense contracting activity and commercial employment/production over a 10-year period. Other regional factors will be considered such as workforce availability, land/lease costs, utilities, transportation networks. Opportunities will then be filtered through the military compatibility process to eliminate those that conflict with NAS Whiting Field's mission-sets. For opportunities at Peter Prince Field, uses that conflict with Federal Aviation Administration (FAA) circulars/policies will be noted. However, developing non-aviation uses at general aviation airports is not without precedent. As such Matrix will provide additional opportunities that would likely require FAA approval, but, if approved, could have significant impacts to the regional economy.

Matrix will also develop a business plan (pro forma) outlining potential revenue sources and expenditures based on the likelihood of attracting the growth opportunities identified in the market study above. The business plan will forecast net-operating cash flows over a 10-year period and will be discounted utilizing an approved discount factor. The model will also include several financing scenarios utilized to attract commercial development and will include a several rates of return.

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#### Task 4: Master Planning

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Matrix will summarize the entire process articulated in this proposal within the draft master plan, detail the results of our findings, and provide recommended next steps. The master plan will outline a long-term compatible growth strategy, propose a revenue plan to increase support of airport operating costs, and identify airport expanded use opportunities. Moreover, the plan will establish the initial framework for potential pursuits that provide alternative means to encourage economic growth and will specifically characterize opportunities that require dual- or joint-use strategies to realize economic success. Finally, ideas from the stakeholders who contributed to findings and recommendations in this plan will be aptly incorporated after validation.

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#### Deliverables

- (DRAFT) Peter Prince Airport Master Plan Phase II
- (FINAL) Peter Prince Airport Master Plan Phase II

Cost Proposal



4



Matrix

## Cost Proposal

Matrix budgets are not as much estimates as they are reflections of our knowledge of what it takes to develop an outstanding product. The table below accurately captures proposed services, reflects leading edge business processes and practices, and delivery of an outstanding best-value product for Santa Rosa County. This fee summary is all-inclusive, capturing labor, travel costs, data acquisition, and production materials.

Task		Cost
Task 0	Project Administration	\$1,800
Task 1	Discovery	\$8,400
Task 2	Engagement	\$22,200
Task 3	Compatible Industry Growth	\$10,400
Task 4	Master Planning	\$15,200
<b>Total</b>		<b>\$58,000</b>

### **Contract & Invoicing**

Matrix proposes a firm-fixed-price contract. Additionally, due to the accelerated timeline of execution, Matrix recommends two invoices, the first to proceed after the completion and acceptance of Tasks 1 & 2, with the second to proceed after the completion and acceptance of Tasks 3 & 4. Project Administration will be billed based on percent complete as a part of both aforementioned invoices.

### **Calculations**

Estimated fees were calculated using Matrix's 2022 standard hourly rates with all other direct expenses (e.g., travel) attributable to the project charged at cost.

### **Assumptions**

These costs assume production of three hardcopies of the final deliverable, market/economic data acquisition, ready access to and committed participation from key stakeholders during the engagement phase, notice-of-award no later than May 13, 2022, and an approximate period of performance of five weeks (target June 20, 2022 completion date). **Total proposed cost and scope of services are open to negotiation pending the needs of Santa Rosa County.**

# Required Forms & Documents



5



Matrix





# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## CONE OF SILENCE FORM

*SRC Procurement Form COS 013\_01\_091619*

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

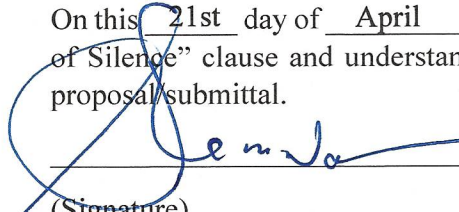
Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Sal Nodjomian, PE representing Matrix Design Group, Inc.  
(Print) (Company)

On this 21st day of April 2022 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

  
\_\_\_\_\_  
(Signature)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

## SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

*SRC Procurement Form SSPEC 016 01 091619*

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid, Proposal or Contract for: \_\_\_\_\_  
RFP 22-029 Professional Study for NAS Whiting Field Aviation Mission
2. This sworn statement is submitted by, Matrix Design Group, Inc., whose business address is, 320 Bayshore Drive, Suite B, Niceville, FL 32578, and (if applicable) Federal Employer Identification Number (FEIN) is 84-1515767 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Sal Nodjomian, PE and my relationship to the entity named above is Chief Executive Officer (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Sal Nodjoman, PE

Name

Signature

04/21/2022

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of April 21, 2022, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA

COUNTY OF: Santa Rosa

My Commission expires: Mar. 20, 2026

*Brandi Lee Bates*

Notary Public





SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM

SRC Procurement Form Debar 022\_00\_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Sal Nodjomian, PE Title: Chief Executive Officer
Signature: [Handwritten Signature]
Firm: Matrix Design Group, Inc.
Street Address: 320 Bayshore Drive, Suite B
City: Niceville
State: Florida Zip Code: 32578
Solicitation Name Professional Study for NAS Whiting Field # XX-XXX RFP 22-029
Aviation Mission



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 [procurement@santarosa.fl.gov](mailto:procurement@santarosa.fl.gov)

## REFERENCES FORM

*SRC Procurement Form Memo 024\_00\_082719*

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME: Matrix Design Group, Inc.  
PROPOSAL POINT OF CONTACT: Sal Nodjomian, PE PHONE: 850.279.4298  
EMAIL: [sal.nodjomian@matrixdesigngroup.com](mailto:sal.nodjomian@matrixdesigngroup.com); [matrix@matrixdesigngroup.com](mailto:matrix@matrixdesigngroup.com)

### REFERENCE I.

PROJECT NAME: Florida Defense Industry Economic Impact Analysis  
AGENCY: Enterprise Florida, Inc. and Florida Defense Support Task Force  
ADDRESS: 101 North Monroe Street, Suite 1000  
CITY, STATE, ZIP CODE: Tallahassee, FL 32301  
CONTACT PERSON: Terry McCaffrey  
TITLE: Vice President, Military and Defense Programs  
EMAIL: [tmccaffrey@eflorida.com](mailto:tmccaffrey@eflorida.com)

TELEPHONE: 850.298.6652

PROJECT COST: \$155,000

COMPLETION DATE: 01/2022

SCOPE of Project (list tasks, attach samples of deliverables, outlines, or descriptions of items:  
(You may attach information to this form)

Scope of Project is detailed in Section 2, Qualifications, within our proposal.

List key personnel assigned to this project that will work on the County project.

(Include assignments. You may attach information to this form):

Sal Nodjomian, PE (Officer-in-Charge); Matt Schwalb, MA, MSA (Project Manager and Lead Analyst)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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## REFERENCE II.

PROJECT NAME: Pine Bluff Arsenal Compatible Use Study

AGENCY: City of White Hall

ADDRESS: 101 Parkway Drive

CITY, STATE, ZIP CODE: White Hall, AR 71602

CONTACT PERSON: Larry Wright

TITLE: Project Manager

EMAIL: [larry.wright0167@att.net](mailto:larry.wright0167@att.net)

TELEPHONE: 870.556.1001

PROJECT COST: \$297,067

COMPLETION DATE: 01/2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines, or descriptions of items:  
(You may attach information to this form)

Scope of Project is detailed in Section 2, Qualifications, within our proposal.

List key personnel assigned to this project that will work on the County project.

(Include assignments. You may attach information to this form):

Patrick Small, AICP (Development and Land Issues Task Lead); Matt Schwalb, MA, MSA (Fiscal Impact Analysis and Economic Development Task Lead)

## REFERENCE III.

PROJECT NAME: Oakland County Southwest Airport Opportunities Analysis

AGENCY: Oakland County

ADDRESS: 2100 Pontiac Lake Road, Building 41 West

CITY, STATE, ZIP CODE: Waterford, MI 48328

CONTACT PERSON: Sean Carlson

TITLE: Deputy County Administrator

EMAIL: [carlsons@oakgov.com](mailto:carlsons@oakgov.com)

TELEPHONE: 517.930.5070

PROJECT COST: \$170,000

COMPLETION DATE: 05/2022

SCOPE of Project (list tasks, attach samples of deliverables, outlines, or descriptions of items:  
(You may attach information to this form)

Scope of Project is detailed in Section 2, Qualifications, within our proposal.

List key personnel assigned to this project that will work on the County project.

(Include assignments. You may attach information to this form):

Matt Schwalb, MA, MSA (Lead Analyst)



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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## REFERENCE IV.

PROJECT NAME: NWFL Strength, Weakness, Opportunity, and Threat Analysis

AGENCY: First Place Partners

ADDRESS: 418 West Garden Street, 4<sup>th</sup> Floor

CITY, STATE, ZIP CODE: Pensacola, FL 32502

CONTACT PERSON: Debi Graham

TITLE: Vice President, Military Affairs

EMAIL: [dgraham@pensacolachamber.com](mailto:dgraham@pensacolachamber.com)

TELEPHONE: 875.475.4999

PROJECT COST: \$83,750

COMPLETION DATE: On-Going

SCOPE of Project (list tasks, attach samples of deliverables, outlines, or descriptions of items:  
(You may attach information to this form)

Scope of Project is detailed in Section 2, Qualifications, within our proposal.

List key personnel assigned to this project that will work on the County project.

(Include assignments. You may attach information to this form):

Sal Nodjomian, PE (Officer-in-Charge); Cameron Bowsky, PE (Project Manager)

## REFERENCE V.

PROJECT NAME: Columbus Business Retention and Expansion Plan

AGENCY: Greater Columbus Georgia Chamber of Commerce

ADDRESS: 1200 6<sup>th</sup> Avenue

CITY, STATE, ZIP CODE: Columbus, GA 31902

CONTACT PERSON: Brian Sillitto, CEcD

TITLE: Economic Development

EMAIL: [bsillitto@columbusgachamber.com](mailto:bsillitto@columbusgachamber.com)

TELEPHONE: 706.596.7004

PROJECT COST: \$325,000

COMPLETION DATE: December 2019

SCOPE of Project (list tasks, attach samples of deliverables, outlines, or descriptions of items:  
(You may attach information to this form)

Scope of Project is detailed in Section 2, Qualifications, within our proposal.

List key personnel assigned to this project that will work on the County project.

(Include assignments. You may attach information to this form):

Sal Nodjomian, PE (Officer-in-Charge); Matt Schwalb, MA, MSA (Project Manager and Lead Analyst)



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027\_00\_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: \_\_\_\_\_ No: [X]

Table with 2 columns: Name(s), Position(s). Multiple empty rows for data entry.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: Matrix Design Group, Inc.
BY (PRINTED): Sal Nodjomian, PE
BY (SIGNATURE): [Signature]
TITLE: Chief Executive Officer
ADDRESS: 320 Bayshore Drive, Suite B, Niceville State FL Zip Code 32578
PHONE NO: 850.279.4298
E-MAIL: sal.nodjomian@matrixdesigngroup.com
Date: 04/21/2022





## DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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## ADDENDUM FORM

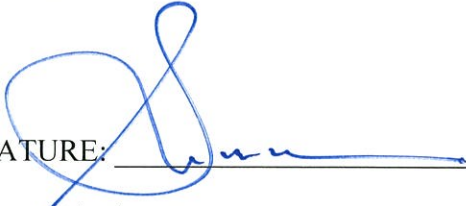
To: Planholders  
From: Procurement Office  
Date: April 22, 2022  
Ref: Addendum #1 for **RFP 22-029 Professional Study for NAS Whiting Field Aviation Mission**

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated. **QUESTIONS AND ANSWERS:**

1. Section IV Item IV. Qualifications a. Work Product i. Provide a list of current clients  
**Question:** Matrix has a number of specialty departments, can we provide a list of current clients for the specific group responding to this pursuit?

Yes, please provide a listing that will best suit the subject matter to back up the firm's qualifications to complete the study.

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: Sal Nodjomian, PE - CEO SIGNATURE:   
COMPANY: Matrix Design Group, Inc. DATE: 04/25/2022

End of Addendum #1

# *State of Florida*

## *Department of State*

I certify from the records of this office that MATRIX DESIGN GROUP, INC. is a Colorado corporation authorized to transact business in the State of Florida, qualified on March 12, 2012.

The document number of this corporation is F12000001066.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 1, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-second day of April,  
2022*



*Randy Be*  

---

*Secretary of State*

Tracking Number: 1900815228CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Resumes



6



Matrix



## Sal Nodjoman, PE

### Officer-in-Charge

Sal is the Chief Executive Officer and the former Director of Government Consulting Services for Matrix Design Group. He established Matrix's Niceville office in 2012 after his distinguished career of military service came to a close. He retired as the Installation Commander of Eglin AFB, which afforded him the important experience of working with the local community to maximize the military missions and simultaneously support compatible development. Sal was elected as Niceville City Councilman in 2013 and has since been re-elected twice. He brings unique perspectives of military, community, and business/engineering acumen to all of Matrix's clients. He has led dozens of Matrix projects in the Florida panhandle ranging from engineering, land development, partnerships, enhanced use leases, master and community planning, and defense community consulting.

#### Areas of Expertise

Military Fiscal Impact Assessment  
Program Management  
Facilitation and Public Engagement  
Strategic and Master Planning  
Department of Defense (DoD) Policy Development  
BRAC Contract Administration

#### Education

**M.S.** – National Security,  
National Defense University  
**M.S.** – Military Operations,  
Air University  
**M.A.** – Organizational Management,  
George Washington University  
**M.S.** – Geotechnical Engineering,  
Ohio State University  
**M.A.** – Public Administration,  
Northern Michigan University  
**B.S.** – Civil Engineering,  
University of Delaware

#### Professional Registrations/ Affiliations

Florida Professional Engineer,  
License No. 76240  
Society of American Military Engineers  
(SAME), Past National President, Board of  
Directors  
Association of Defense Communities (ADC),  
Board of Directors  
Florida Defense Contractors Association  
(FDCA), Board of Directors

#### Relevant Experience

##### **Promote, Enhance, and Protect DoD Mission and Commands | Northwest Florida**

Sal has been leading Matrix's support for the Greater Pensacola Chamber to promote DoD growth in the region and enhance and protect military missions and commands since 2016. This effort fosters long-term economic development strategies in support of the military community and improves the community's military friendly environment for service members, dependents, retirees, and businesses. Sal recently led analysis of the strengths, weaknesses, opportunities, and threats (SWOT) analysis of NAS Pensacola and NAS Whiting field and the surrounding community. He supported the chamber's pursuit of Defense Reinvestment Grants from the Florida Department of Economic Opportunity and continues to assist with organizing, facilitating, and executing various initiatives to accomplish the chamber's goals including engagement with senior official in the Pentagon.

##### **Tri-County Partnership Initiative (TCPI) | Florida**

Sal led professional consultation to the Economic Development Council of Okaloosa County and the TCPI to support Eglin Air Force Base, Hurlburt Field and the region. Their objective was to develop partnership agreements and leverage military installation and local community capabilities to achieve reduced operating and service costs in support of the military mission. TCPI has been recognized as the model for partnerships by DoD.

##### **Air Force Enlisted Village, Inc. | Shalimar, Florida**

Sal serves as owner's agent for the Air Force Enlisted Village and growing Victory Village's efforts that support surviving spouses of retired enlisted Air Force members. This passion project continues for Sal despite other demands on his time as CEO, multiple board memberships and elected official duties.



## Cameron Bowsky, PE

### Project Manager

As a Senior Consultant in Government Consulting Services for Matrix Design Group, Cameron is responsible for tackling the most challenging obstacles focused on strategic planning, public/private partnerships, and military/veteran friendly programs and policies. Cameron combines his 10 years of military service across an array of multi-disciplined leadership roles with private-sector experience guiding capital investment campaigns, grant acquisitions, and public engagement efforts. As a professional engineer Cameron brings a unique blend of technical aptitude, analytical prowess, and strategic communications for clients and partners.

#### Areas of Expertise

Facilitation and Public Engagement  
Community Master Planning  
Public/Private Partnerships  
Strategic Investments  
Asset Management

#### Education

B.S. – Civil Engineering,  
United States Air Force Academy

#### Professional Registrations/ Affiliations

Colorado Professional Engineer,  
License No. 0053412  
Society of American Military Engineers  
Association of Defense Communities

#### Relevant Experience

##### **Strength, Weakness, Opportunity, and Threat Analysis | *Escambia and Santa Rosa Counties***

Cameron coordinated, facilitated, and executed multiple community forums, interviewed elected officials, and met with senior leaders at Naval Air Station (NAS) Pensacola and NAS Whiting-Field. This initiative shed light on key challenges and opportunities for each installation aimed at providing recent, relevant, and actionable information to support the installations and their defense communities, thus protecting and growing the defense industry to secure long-term regional economic stability.

##### **West Florida Defense Alliance | *Northwest, Florida***

Cameron facilitates public-public/public-private (P4) partnership activities for the West Florida Defense Alliance (chartered by the Greater Pensacola Chamber of Commerce). Most notably, he guided both the cities of Pensacola and Milton in the procurement of \$9.4 million in combined federal grant funding through the Office of Local Defense Community Cooperation's Defense Community Infrastructure Program. These funds supported critical projects to address wastewater treatment plant capacity and shoreline erosion in these defense communities. In this role Cameron also coordinates and supports local, regional, and federal initiatives for Naval Air Station (NAS) Pensacola and NAS Whiting Field.

##### **Strategic Investments and Asset Management | *Japan***

As a Public Works Director equivalent with the United States Air Force, Cameron was responsible for the operation and maintenance for \$7.9 billion in infrastructure and facilities at Misawa Air Base, Japan. He was responsible for administering a \$17 million annual budget and ensuring over 4,000 facilities and an active joint-use airfield remained fully operational. Cameron implemented a number of asset management principles to include development of levels of service that were used by over 500 subordinate employees to prioritize and execute work.



## Patrick Small, AICP

### Airfield & Compatibility Planning Task Lead

Patrick Small brings 20 years of professional experience spanning nationwide military, local government, and federal agency planning for both the public and private sectors, giving him a unique understanding of community and military operations and needs. His compatibility planning experience includes over 20 compatibility studies for military installations with complex airspace and range requirements. He has worked for municipal and county governments and with state agencies on land use and long-range planning, comprehensive plans, and land development regulations.

#### Areas of Expertise

Military Compatibility Planning  
Airfield Planning  
Land Use Planning  
Long-Range Planning  
Land Development Regulations  
Military/Federal Planning  
Community Planning and Visioning  
Public Participation/Stakeholder Facilitation

#### Education

**MEDes** – Master of Environmental Design (Planning and Urban Design), University of Calgary

**B.S.** – Urban Studies, University of Minnesota

**B.A.** – Urban Studies, University of Winnipeg

#### Professional Registrations/Affiliations

American Institute of Certified Planners (AICP)

American Planning Association (APA)

#### Relevant Experience

##### **Comprehensive Plan & Land Development Code Update | Walton County, Florida**

Patrick was the Project Manager on the update to the county's comprehensive plan and development of their first ever zoning code. The project used innovative public outreach methods to identify areas of concern and focused on updating the antiquated comprehensive plan, which was largely regulatory in nature, and aligning the land development code, which had decades of piecemeal updates, with the newly updated comprehensive plan.

##### **District 4 Master Plan | Santa Rosa County, Florida**

Patrick served as the Deputy Project Manager on the Santa Rosa County, Florida, District 4 Master Plan project to manage future growth, attract high quality businesses and jobs, protect natural resources, promote high quality design of public spaces, provide for parks and schools, and maintain public safety and municipal services for this bedroom community covering 27 square miles.

##### **Naval Air Station Fallon JLUS | Nevada**

Patrick was the Senior Planner on the NAS Fallon Joint Land Use Study to address community and military compatibility around NAS Fallon and the Fallon Range Training Complex including Churchill, Eureka, Lander, Lyon, Mineral, Nye, Pershing and Washoe counties and the cities of Fallon and Fernley. He assessed the planning framework in the counties and cities – comprehensive plans, zoning codes and overlay districts, and subdivision regulations, to identify how they can be modified to address compatibility,

##### **Compatibility Planning/Joint Land Use Studies**

Patrick has contributed over 20 joint land use studies, with a comprehensive focus on encroachment, land use issues, and recommendations emphasizing policy, land use controls, and process improvement in areas of development review. His expertise crafting policy, zoning, and land use regulations gives him a unique perspective on compatibility planning and implementation solutions.





## Matt Schwalb, MA, MSA

### Compatible Industry Analysis Task Lead

Matt has 10 years of professional experience with defense and commercial market analyses; economic and fiscal impact assessments; real estate pro forma development; focus group facilitation; and survey design, implementation, and analysis. He specializes in conducting market analyses that examine the demand for a variety of defense-related and commercial products, including food and beverage, retail, office, light industrial, defense, and multi-family developments. Matt utilizes both quantitative and qualitative approaches to forecasting commercial product demand and absorption by square footage/units. Moreover, Matt utilizes defense contracting data to assess the feasibility of attracting compatible defense contracting activity to a given development.

#### Areas of Expertise

Market Analysis  
Compatibility Assessments  
Financial Modeling (Pro Forma)  
Economic and Fiscal Impact Assessment  
Tax Increment Financing  
Economic Development  
Focus Group Facilitation  
Survey Research  
Data Analytics  
Client Management

#### Education

**M.S.A.** – Public Administration (Applied Economics), University of West Florida

**M.A.** – Political Science, University of West Florida

**B.A.** – International Relations, University of West Florida

#### Professional Registrations/ Affiliations

International Economic Development Council (IEDC)  
National Association of Business Economists (NABE)  
Center for Regional Economic Competitiveness (CREC)

#### Relevant Experience

##### Coconino County Military Implementation Plan | *Arizona*

Matt led the Industry Demand and Compatible Industry Assessment for the Military Implementation Plan for Coconino County. To assist with regional economic development efforts, Camp Navajo is considering converting roughly 300 acres of installation property into a private-sector industrial park. To do so effectively, Matt conducted a quantitative analysis identifying the high growth industries most suitable for development at the park. Great consideration to military compatibility was given top priority.

##### Luke AFB Growth Management Plan | *Glendale, Arizona*

Matt completed a comprehensive economic and workforce assessment for Maricopa Association of Governments (MAG), including an evaluation of existing conditions and future growth and demand associated with mission change at Luke Air Force Base and regional development, anticipated gaps in service, and economic and workforce development opportunities available to communities surrounding the base. His work involved developing spending quotients at the zip code level to support intra- and inter-regional comparisons. Matt further provided a series of actionable strategies for fully exploiting current resources and development opportunities to address future needs and development goals, enhance quality of life, and support residents' vision for the region.

##### Florida Defense Industry Economic Impact Analysis | *Florida*

Matt led the 2017, 2019, and 2021 updates to the Florida Defense Industry Economic Impact Analysis. The study utilized the REMI PI+ econometric model to estimate and forecast the economic impacts of Florida's defense industry. Matt also developed the Florida Defense Factbook, a graphics-based pamphlet that presents complex state-, regional-, and county-level findings in an easy-to-understand format. The companion pamphlet exemplifies Matt's ability to effectively communicate financial data to diverse stakeholders in support of informed planning and development decisions.



## Zakary Payne, PE

### Facility Asset Management Task Lead

Zakary is the Deputy Director of Government Consulting Services for Matrix Design Group. He has more than 16 years of experience in facilities operations and maintenance, asset management and construction for a variety private sector and governmental clients at the city, state and federal level. Zakary combines this subject matter expertise with a strong track record of success facilitating stakeholder engagements and leading diverse teams towards innovative solutions for some of the most challenging problems. Zakary is also a registered professional engineer in the State of Florida.

#### Areas of Expertise

Program Management  
Asset Management  
Installation Management  
Process Improvement  
Public/Private Partnerships  
Intergovernmental Service Agreements  
Client Relationship Management

#### Education

**M.B.A.** – University of Texas at San Antonio  
**B.S.** – Civil Engineering, United States Air Force Academy

#### Professional Registrations/ Affiliations

Florida Professional Engineer,  
License No. 89927  
Colorado Professional Engineer,  
License No. 56171  
Texas Professional Engineer,  
License No. 102315  
Society of American Military Engineers  
Association of Defense Communities  
United States Air Force Academy  
Young Alumni Ambassador

#### Relevant Experience

##### Facilities Inventory & Operational Analysis | *Crestview, Florida*

Zakary supported the development of a facilities master plan for the City of Crestview. As part of this project, more than 40 facilities including five parks were inventoried to assess condition and functionality. The final master plan included improvements to overall facility utilization, programmed costs for each facility, and a long-range capital improvements plan bound by both time and availability of funding to inform the city's fiscal budgeting process.

##### Capital Improvement Execution

Zakary has served as the Public Works Director at multiple Air Force installations where he was responsible for overseeing development and execution of facilities and infrastructure improvements programs in excess of \$60 million annually. In this capacity, Zakary was solely responsible for prioritizing requirements, validating independent government cost estimates and facilitating successful award of construction projects.

##### Facilities Condition Assessments | *Misawa Air Base, Japan*

Zakary oversaw facility condition assessments (FCA) for more than 3,000 facilities at the base. He identified seven key systems for assessors to prioritize and requested they develop direct condition ratings based on visual inspection. He also ensured all real property equipment nameplate information was captured, along with installation dates so that the information could be used in development of a predictive preventative maintenance program. The results of the FCA process were used to develop short-, mid- and long-range investment plans, as well as a preventative maintenance program for Zakary's staff of 900 craftsmen in all disciplines.

##### Asset Management Planning

Zakary developed and implemented the risk model that the Air Force still uses today to prioritize \$1.2 billion in facilities and infrastructure investments annually. The risk model is based on two factors: probability of failure and consequence of failure. When combined, these two factors create a risk score that was used to rank order capital improvement projects across over 100 different locations and multiple asset classes. In addition to developing the risk model, Zakary also developed different key performance indicators or levels of service for facility performance that are used to quantify long-term risks to the entire \$877 billion Air Force portfolio.



## Jason Rutt, PE, ENV SP

### Land Development Task Lead

Jason leads municipal projects with an in-depth planning and engineering approach. He provides strong leadership and management to meet client objectives and deadlines. His 23 years of hands-on planning and engineering experience also includes close interaction with a variety of stakeholders to complete projects within budget, on schedule and with technically sound solutions.

Jason's work on large scale projects gives him experience working with stakeholders to find creative financing solutions for projects. He provides phased cost estimating and cost modeling, infrastructure planning and implementation, formation and use of special districts and urban renewal authorities. He has experience with public-private partnerships (P3) on infrastructure and redevelopment projects. Jason also provides due diligence for potential projects, including verifying and reviewing cost estimates for construction, infrastructure phasing based on project absorption, and design and construction management cost, as well as support for the development of project proformas.

#### Areas of Expertise

Land Development  
Urban Civil Engineering  
Infrastructure Cost Estimating/  
Modeling  
Infrastructure Master Planning  
Roadway Design  
Storm/Water Quality  
Utility Design  
Program Controls  
Multimodal Transportation  
Construction Phasing  
Construction Management

#### Education

**B.S.** – Civil Engineering,  
Colorado State University

#### Professional Registrations/ Affiliations

Florida Professional Engineer,  
License No. 92536  
Arizona Professional Engineer,  
License No. 74437  
Colorado Professional Engineer,  
License No. 36791  
Texas Professional Engineer,  
License No. 143127  
Institute for Sustainable Infrastructure  
Envision Sustainability Professional  
(ENV SP)

#### Relevant Experience

##### **Main Street Reconstruction | Crestview, Florida**

Jason is serving as the Project Manager for the implementation of the mobility improvements for Main Street in Crestview Florida. The improvements include the adding width to the sidewalk and streetscape for the roadway and side streets. Focus of the project is on the pedestrian environment, including American Disabilities Act improvements to create a safe and inclusive environment for all pedestrian users of the project. Intersection area being improved to improve safety for vehicles and pedestrians, parking will be revised from diagonal parking to parallel parking. Improvements are being made to the drainage system and utilities with the improvements to the roadway.

##### **Fort Walton Beach Infrastructure Master Plan | Fort Walton Beach, Florida**

Jason is serving as the Project Manager for the City of Fort Walton Beach Infrastructure Master Plan (IMP). The city is planning for future densification of the existing downtown area. The Florida Department of Transportation (FDOT) is currently planning for realignment of US-98/Miracle Strip Parkway this will allow for the plans for the redevelopment of the area. Jason is leading effort for Matrix to develop a plan for the needed infrastructure improvements to serve the redevelopment. This includes looking into the transportation infrastructure, providing safe routes and connections for pedestrians and cyclist. Planning for improvements to the utility systems are developed as part of the plan. Our team is also investigating improvements for the drainage system for the site including green infrastructure to provide water quality improvements and conveyance.



**Matrix**





Anniston, AL  
Atlanta, GA  
Colorado Springs, CO  
Denver, CO  
Niceville, FL  
Parsons, KS

Phoenix, AZ  
San Antonio, TX  
Tamuning, GU  
Texarkana, TX  
Washington, DC

**Attachment "B"**  
**Insurance Requirements**

**Santa Rosa County**  
**Standard Insurance Requirements**  
**March 2021**

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

***3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.***

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.



**Attachment "C"**  
**Civil Rights Clauses**

## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

**Attachment "D"**  
**Scrutinized Contractors Certificate**

## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: April 28, 2022

COMPANY: Matrix Design Group, Inc.

ADDRESS: 320 Bayshore Drive

Suite B

Niceville, FL 32578

PHONE NO.: 850.279.4298

SIGNATURE:   
\_\_\_\_\_

NAME: Sal Nodjomian  
(Typed or Printed)

TITLE: Chief Executive Officer

E-MAIL: sal.nodjomian@matrixdesigngroup.com

**Attachment "E"**  
**Defense Reinvestment Grant Agreement**  
**S0182**

**DEFENSE REINVESTMENT GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and ***Santa Rosa Board of County Commissioners*** (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**I. GRANTEE AGREES:**

**A. Performance Requirements:**

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

**B. Type of Agreement:**

This Agreement is a **cost reimbursement** agreement.

**C. Agreement Period:**

The term of this Agreement begins on July 1, 2021 and ends on June 30, 2022. DEO is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO.

**D. Agreement Payment:**

This Agreement shall not exceed ***Sixty Thousand Dollars and Zero Cents (\$60,000.00)***, which shall be paid by DEO in consideration for Grantee’s provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an “annual appropriation” of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

**E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):**

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

**F. Governing Laws of the State of Florida:**

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.
3. Grantee shall not expend any funds provided under this Agreement for the purposes of lobbying the Legislature, the judicial branch, or any State agency. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in

connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.

4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written



material, the words “State of Florida, Department of Economic Opportunity” shall appear in the same size letters or type as the name of the organization.

## 8. Mandatory Disclosure Requirements:

- a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. **Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in section 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.5 above for a period of thirty–six (36) months from the date of being placed on the convicted vendor list.
- c. **Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.
  - 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.
  - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO’s determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO’s determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO’s determination of false certification by the Grantee.
  - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- d. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
- 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

**9. Abuse, Neglect, and Exploitation Incident Reporting:**

In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

**10. Information Release:**

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to

DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.
- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**11. Funding Requirements of Section 215.971(1), F.S.:**

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**G. Grantee Payments:**

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof). Invoices must also comply with the following:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specify otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Upon completion of a task, Subrecipient shall submit payment requests through SERA for costs for all services rendered during the applicable period. Subrecipient shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Subrecipient shall submit all documentation necessary to support Subrecipient expenditures. DEO may request any information from

Subrecipient that DEO deems necessary to verify that Subrecipient has performed the services for which payment is requested. Subrecipient's submission of each invoice package is Subrecipient's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Subrecipient will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). Subrecipient shall submit its final invoice for payment to DEO no later than 45 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

**H. Final Invoice:**

Grantee shall submit the final invoice for payment to DEO no later than **45** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**I. Return or Recoupment of Funds:**

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

**J. Vendor Ombudsman:**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**K. Audits and Records:**

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

**L. Employment Eligibility Verification:**

1. Section 448.095, F.S., requires the following:

- a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov>

3. If Grantee does not have an E-Verify, Grantee must enroll in the E-Verify system prior to hiring any new employee or retaining contract employee after the effective date of this Agreement.

**M. Duty of Continuing Disclosure of Legal Proceedings:**

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
  - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
  - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**N. Assignments and Subcontracts:**

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. If the Project is procured pursuant to Chapter 255, F.S., for construction services and at the time of the competitive solicitation of the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.
4. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
5. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
6. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.



7. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and Project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
8. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

**O. MyFloridaMarketPlace Transaction Fee:** disbursements of State financial assistance to a recipient are exempt from this Transaction Fee pursuant to Rule 60A-1.031(3), F.A.C.

**P. Nonexpendable Property:**

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

**Q. Requirements Applicable to the Purchase of or Improvements to Real Property:**

Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon Grantee granting to DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

**R. Information Resource Acquisition:**

Grantee shall obtain prior written approval from the appropriate DEO approving authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data.

**S. Insurance:**

During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Grantee providing such insurance. The following types of insurance are required.

**1. Grantee's Commercial General Liability Insurance:**

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**2. Workers' Compensation and Employer's Liability Insurance:**

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with

the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

**3. Other Insurance:**

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

**T. Confidentiality and Safeguarding Information:**

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, sub-contractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information

used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.

7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**U. Warranty of Ability to Perform:**

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**V. Patents, Copyrights, and Royalties:**

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported

in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

**W. Independent Contractor Status:**

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**X. Electronic Funds Transfer:**

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

## **II. GRANTEE AND DEO AGREE:**

### **A. Renegotiation or Modification:**

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

### **B. Time is of the Essence:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

### **C. Termination:**

#### **1. Termination Due to the Lack of Funds:**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

#### **2. Termination for Cause:**

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

#### **3. Termination for Convenience:**

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall

not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**D. Dispute Resolution:**

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**E. Indemnification** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

#### **G. Force Majeure and Notice of Delay from Force Majeure:**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

#### **H. Severability:**



If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

**I. Authority of Grantee's Signatory:**

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**J. Execution in Counterparts:**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**K. Contact Information for Grantee and DEO Contacts:**

<b>Grantee's Payee:</b>	<b>Grantee's Agreement Manager:</b>
Santa Rosa Board of County Commissioners	Lani A Birchett
6495 Caroline Street, Suite G	6495 Caroline Street, Suite G
Milton, FL 32570	Milton, FL 32570
Telephone No.: 850-981-2016	Telephone No.: 850-981-2016
Fax: 850-981-2015	Fax: 850-981-2015
Lanib@santarosa.fl.gov	LaniB@santarosa.fl.gov

**DEO's Agreement Manager:**

Kristi Turner
107 East Madison Street
Tallahassee, Florida 32399-4120
Telephone No.: 850-717-8971
Email address: Kristi.Turner@DEO.myflorida.com

In the event that any of the information provided in Section II.K. above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

**L. Notices:**

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when

personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**M. Attachments and Exhibits:** Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1:** Scope of Work
- **Exhibits A, B, C, and D to Attachment 1:** Quarterly Report, Financial Report, Invoice and Compliance Certification Form, and Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

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**N. Execution:**

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and, in the attachments, hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

**SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By   
Signature  
**Robert A. "Bob" Cole**

By \_\_\_\_\_  
Signature  
**Adam Callaway**

Title  
**Chairman**

Title  
**Deputy Secretary  
Strategic Business Development**

Date 3/24/2022

Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

ATTEST:   
Donald C. Spencer, Clerk of Court

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

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**Attachment 1**  
**SCOPE OF WORK**

**I. Project Description:**

**A.** Section 288.980(4), Florida Statutes (F.S.), established the Florida Defense Reinvestment Grant Program to respond to the need for the State to work in conjunction with defense-dependent communities in developing and implementing strategies and approaches that will help communities support the missions of military installations, and in developing and implementing alternative economic diversification strategies to transition from a defense economy to a nondefense economy. Sections 288.980(3)(a) and 288.980(3)(b), F.S., authorize the Department of Economic Opportunity to award grants related to the Florida Defense Reinvestment Grant Program for such activities as studies, presentations, analyses, plans, and modeling. Staff salaries are not considered an “activity” for which grant funds may be awarded. Travel costs and costs incidental thereto incurred by a grant recipient shall be considered an “activity” for which grant funds may be awarded. Section 288.980(7), F.S., limits the payment of administrative expenses to no more than ten percent (10%) of this grant. Grants are provided to support community-based activities that:

1. Protect existing military installations;
2. Diversify the economy of a defense-dependent community; or,
3. Develop plans for the reuse of closed or realigned military installations, including any plans necessary for infrastructure improvements needed to facilitate reuse and related marketing activities.

**B.** The State Fiscal Year 2021-2022 funding for the grant is provided by the 2021 General Appropriations Act in:

Line Item #2249	Special Categories Grants and Aids – Military Base Protection ... Defense Reinvestment
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**C.** The purpose of the grant is to protect and enhance military missions while reducing Santa Rosa County (SRC) dependence on military missions. Grantee shall complete the following: procure a contractor to complete and deliver the Peter Prince Field Airport Master Plan Study Phase II. This is a continued effort to provide a clear and concise planning guide to support economic diversification, Navy mission compatibility, local development compatibility, advance strategies which align with existing airport footprint, and engagement of stakeholders.

**II. Grantee Responsibilities:**

**A. Statutory Requirements**

Section 288.980(3)(c), F.S., requires that the Grantee:

1. Represent a local government with a military installation or military installations that could be adversely affected by federal actions.
2. Secure matching funds in an amount equal to thirty percent (30%) of the Grant award.
3. Prepare a coordinated program or plan of action delineating how the eligible project will be administered and accomplished, which must include a plan for ensuring close cooperation between civilian and military authorities in the conduct of the funded activities and a plan for public involvement. If part of an existing strategic plan, a copy of the plan must be included with the Grant Application submission.

4. Provide documentation describing the potential for changes to the mission of a military installation located in the applicant’s community and the potential impacts such changes will have on the applicant’s community.

**B. Project Scope**

During the term of the Agreement, the Grantee shall complete the following tasks:

1. Complete and submit to DEO’s Agreement Manager a copy of a draft Peter Prince Field Airport Master Plan, Phase II (the “Plan”). The Plan shall include, but is not limited to:
  - a) A Long-term economic diversification strategy;
  - b) A Revenue plan to increase support of airport operating costs;
  - c) Using the existing footprint, determine expanding airport uses opportunities;
  - d) An alternative means to encourage economic growth;
  - e) Dual or joint-use strategies to realize economic successes;
  - f) Contributing ideas from stakeholders in response to all proposed deliverables.
2. Deliver the draft Plan to the Santa Rosa County Board of County Commissioners for adoption. Submit a copy of the final, adopted Plan to DEO’s Agreement Manager.

**C. Deliverables.** The Grantee agrees to provide the deliverables specified below:

<b>Deliverable No. 1 – Draft Peter Prince Field Airport Master Plan Phase II</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall complete the Deliverable in accordance with the tasks set forth in Section II.B.1, Project Scope.	Grantee shall successfully complete the specified tasks in accordance with Section II.B.1, Project Scope, as evidenced by submission to DEO’s Agreement Manager of the following: <ol style="list-style-type: none"> <li>1. Copy of the signed agreement with professional planning firm to DEO’s Agreement Manager;</li> <li>2. Copy of the draft Peter Prince Airport Master Plan Phase II.</li> <li>3. Invoice in accordance with Section IV of this Scope of Work.</li> </ol>	Failure to perform the minimum level of service will result in non-payment for this Deliverable.
<b>Deliverable No. 1 - Total Amount Not to Exceed: \$30,000.00</b>		
<b>Deliverable No. 2 – Deliver final Peter Prince Field Airport Master Plan Phase II</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall complete the Deliverable in accordance with the tasks set forth in Section II.B.2, Project Scope.	Grantee shall successfully complete the specified tasks in accordance with Section II.B.2, Project Scope, as evidenced by submission to DEO’s Agreement Manager of the following:	Failure to perform the minimum level of service will result in non-payment for this Deliverable.

	<ol style="list-style-type: none"> <li>1. Final Adopted Peter Prince Airport Master Plan Phase II ; and</li> <li>2. Invoice in accordance with Section IV of this Scope of Work.</li> </ol>	
<b>Deliverable No. 2 - Total Amount Not to Exceed: \$30,000.00</b>		
<b>Total Project Costs Not to Exceed \$60,000.00</b>		

<b>Project Match</b>		
<b>Task</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall provide a minimum of 30% match by the end of the Agreement period and provide a summary of all match contributions.	Grantee shall provide a minimum of 30% match by the end of the Agreement period, as evidenced by submitting the Summary of all match contributions associated with the grant activities.	Failure to provide the 30% match by the end of the Agreement period will result in a reduction of the total grant award amount under this Agreement. The total maximum grant award shall be reduced proportionately to the amount of match not obtained. Grantee shall repay to DEO any amounts paid exceeding the maximum grant award as reduced.  For example, should Grantee match only 20% of the total grant award, the maximum award will be reduced by one-third. $[1 - (20\%/30\%) = 1/3]$
<b>Total Match Required: \$18,000.00</b>		

**Cost Shifting:** The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%) of the originating (transferred from) deliverable total funding amount**. Changes that exceed **ten percent (10%) of the originating (transferred from) deliverable total funding amount** will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

**D. Reports.** Reports shall be submitted electronically to DEO’s Agreement Manager, specified in Section II.K. of the Agreement. In addition to other Reports provided for herein, the following reports shall be provided to DEO:

- 1. Quarterly Reports.** Using the templates provided in Exhibit A and Exhibit B to Attachment 1, Scope of Work, the Grantee shall report at least quarterly on the progress of the Project and expenditures. If no progress was made within the quarter, the quarterly report will state that. Reports may be made more frequently than once a quarter upon completion of milestones or other contracted deliverables. Quarterly reports shall be submitted in accordance with the schedule in the table below.

Quarter	For Activity in Months of:	Quarterly Status Report due by:
Q 1	July, August, and September	October 10
Q 2	October, November, and December	January 10
Q 3	January, February, and March	April 10
Q 4	April, May, and June	July 10

- 2. Defense Grant Final Closeout Form.** Using the template provided in Exhibit D to Attachment 1, Scope of Work, the Grantee shall submit completed and duly executed by Grantee's authorized official the Defense Grant Final Closeout Form. The Grantee shall submit completed and signed Exhibit D as part of the last quarterly report. **Final disbursement shall be made only after DEO has approved the Defense Grant Final Closeout Form.**
- 3. Final Audit Report.** The Grantee shall inform DEO's Agreement Manager within forty-five (45) days of Project completion of the type of audit that will be delivered at the end of the agreement. Either: 1) within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to DEO a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating in its professional opinion the Grantee has complied with this Agreement (the "Final Audit Report"); or 2) if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, F.S., (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to DEO at the time when such audit is completed (in any event, within one hundred twenty (120) days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement. **Failure to timely satisfy the Final Audit Report requirement may result in Grantee being deemed ineligible for future grant awards.**

#### **E. Matching Funds.**

- 1. Match Amount.** Grantee shall secure and commit to providing, at a minimum, the thirty percent (30%) of the Grant award (the "Matching Funds") required by Section 288.980(3)(c)2., F.S., to establish and maintain eligibility. The Matching Funds shall be received from the identified sources and types indicated in the Project Budget. The term for the Matching Funds shall be concurrent with the Agreement period, as specified in Section I.C. of the Agreement.
- 2. Contribution Types.** For this purpose, the Matching Funds may consist of the following types:
  - a. "Cash Contributions,"** which may include cash contributions from the Grantee, cash contributions from outside sources that are directly applied to the Project; or cash outlays to directly support the Project through acquiring materials and supplies, buying equipment, paying for staff time used to work on the Project, and paying expenses such as travel, telephone, postage, or printing; and,

- b. **“In-Kind Contributions,”** which may include the reasonable value of the partial use of equipment, software, or staff from other divisions of the Grantee or from participating partners; the reasonable rental value of office space; or in-kind contributions from part-time or full-time personnel from other organizations that dedicate a certain percentage of their time to the Project, the value of which is calculated based on their regular hourly rate; or volunteers who work on the Project. If volunteers work outside of business hours, or do not have a regular hourly rate, the value of volunteer time shall not exceed forty dollars (\$40.00) per hour.

**3. Remedies for Failure to Meet the Matching Funds Required.** It is the Grantee’s responsibility to provide proof of the match with the invoice. If the Grantee fails to provide sufficient evidence to DEO that it secured the required Matching Funds by the end of the Agreement period, DEO may exercise any one or more of the following remedies:

- a. Reduction of Final Payment owed to the Grantee,
- b. Potential disqualification of Grantee from receiving future grant awards.

**III. DEO’s Responsibilities:**

- A. Monitor the ongoing activities of the Grantee through activities that may include, but are not necessarily limited to, phone calls, quarterly desk reviews of the documentation submitted for payment requests, and annual site visits to verify that all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- B. Perform contract management responsibilities pursuant to the Agreement.
- C. Review the Grantee’s invoices described herein and process them on a timely basis.
- D. Maintain paper or electronic copies of all documents submitted to the extent required by law.
- E. Reply to reasonable inquiries from the Grantee.
- F. DEO will only submit payment requests to the Department of Financial Services upon satisfactory documentation of completion of the deliverables described in Exhibit C to Attachment 1.

**Notwithstanding anything else herein, DEO reserves the right to subcontract any of its responsibilities under this Agreement, to the extent allowable by law. In the event DEO subcontracts some responsibilities hereunder, Grantee agrees to cooperate fully with DEO’s subcontractor regarding this Agreement unless and until DEO’s Agreement Manager provides written notice to the contrary.**

**IV. Invoice Submittal and Payment Schedule:**

DEO agrees to disburse funds under this Agreement in accordance with the amounts identified per deliverable in Section II.C., Deliverables, of Attachment 1, Scope of Work. In accordance with Section I.F.11, Funding Requirements of Section 215.971, F.S., of this Agreement, Grantee’s entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project. Grantee may submit an invoice that requests reimbursement for costs related to one or more deliverables for all services rendered during the applicable period of time with the limitation of a maximum of no more than one (1) invoice per month.



The following documents shall be submitted electronically to DEO's Agreement Manager with the itemized invoice:

- A. Completed and signed Invoice and Compliance Certification form from the Grantee, as shown in Exhibit C;
- B. Quarterly Report, as described in Exhibit A, if the invoice submission date coincides with the quarterly reporting schedule submission date;
- C. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
- D. Any additional documents required by this Agreement or DEO's Agreement Manager.

The State may require any other information from the Grantee that the State deems necessary to verify that the services have been rendered under the Agreement. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

**V. Final Payment:**

DEO shall hold for release a final payment of five thousand dollars and zero cents (\$5,000.00) or ten percent (10%) of the agreement amount per Section I.D. of this Agreement, whichever is less, upon DEO's receipt and acceptance of the Grant Agreement Final Closeout Report required by Section II.D.2. of Attachment 1, Scope of Work. **The acceptance of final payment, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of DEO by the Grantee from any and all claims, demands, and causes of action whatsoever to the extent arising from or related to this Agreement.**

**VI. Financial Consequences for Failure to Timely and Satisfactorily Perform:**

Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified in Section II.C., Deliverables, of Attachment 1, Scope of Work will result in assessment by DEO of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in this Agreement.

**VII. Notification of Instances of Fraud:**

All instances known or suspected by Grantee of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

**VIII. Grantee's Responsibilities upon Termination:**

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. stop work under this Agreement on the date and to the extent specified in the notice;
- B. complete performance of such part of the work as shall not have been terminated by DEO;

- C. take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
- D. upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**IX. Non-Discrimination:**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**X. Disposition of Project Property:**

- A. Pursuant to Section I.P.7 of this Agreement, upon termination of the Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- B. Grantee shall provide advance written notification to DEO, if during the five (5) year period following the termination of the Agreement period, Grantee proposes to take any action that will impact its ownership of the Project property or modify the use of the Project property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.
- C. Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
  - 1. Grantee is authorized to retain ownership of the improvements to real property so long as:
    - a. Grantee is not sold, merged or acquired;
    - b. the real property subject to the improvements is owned by Grantee; and
    - c. the real property subject to the improvements is used for the purposes provided in this Agreement.
  - 2. If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in C.1. above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

**XI. Subcontracts:** Pursuant to subsection I.N.1 of the Agreement, this shall constitute written authorization of DEO for Grantee to subcontract work under this Agreement to vendors, subject to the requirements of I.N.2, without further written authorization from DEO.

**Exhibit A to Attachment 1  
Quarterly Report**

**Report for quarter #** \_\_\_\_\_ **Date of the report:** \_\_\_\_\_

**Agreement Number:** \_\_\_\_\_ **Grantee:** \_\_\_\_\_

**If no reimbursement request is being made, complete items 1-5. Reimbursement requests should include items 1-5, and the attachment outlined in item 6.**

1. Summary of the Activities completed during the Reporting Quarter, or if no activity took place, a statement of no activity.
  
2. Summary of Activities scheduled to be completed during the Reporting Quarter, but which were not completed, including the reasons such activities were not completed as scheduled.
  
3. End date of the Agreement: \_\_\_\_\_  
  
On track to complete Project by the Agreement end date: \_\_\_\_\_ yes \_\_\_\_\_ no  
  
If no, justify:
  
4. State if Minority and Service-Disabled Veteran Business Enterprises were used in this Project as noted in Section I.N.7. of this Agreement.
  
5. Estimated payment request for the following quarter.
  
6. If requesting a reimbursement, pursuant to Section IV.A., Invoice Submittal and Payment Schedule of Attachment 1, Scope of Work, the following items shall be included with your report:
  - a. Completed and signed Invoice and Compliance Certification form, as shown in Exhibit C;
  - b. Updated expenditures with receipts, as described in Exhibit B and Exhibit C; and
  - c. Any additional documents required by this Agreement or required by DEO's Grant Agreement Manager.

**Exhibit B to Attachment 1  
Financial Report**

**FINANCIAL REPORT FORM  
2021-2022 DEFENSE REINVESTMENT GRANT PROGRAM**

Grantee:		Agreement Number:		Report Date:	
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Grant Period Ending:	<input type="checkbox"/>	March 31	<input type="checkbox"/>	June 30	<input type="checkbox"/>	September 30	<input type="checkbox"/>	December 31	Year:		<input type="checkbox"/>	<b>FINAL</b>
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Budget Category	Local Matching Program Expenditures			State Funded Program Expenditures			Total Program Expenditures		
	Award Allocation	Actual		Award Allocation	Actual		Award Allocation	Actual	
		Current Quarter	Grant to Date		Current Quarter	Grant to Date		Current Quarter	Grant to Date
<b>Line Item 1</b>									
Activity 1:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Activity 2:									
<b>Line Item 2</b>									
Activity 3:									
Activity 4:									
<b>Line Item 3</b>									
Activity 5:									
Activity 6:									
<b>Total:</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$

**Exhibit C to Attachment 1  
Invoice and Compliance Certification Form**

*This Invoice is a summary of all the costs that you are claiming at this time. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.*

Grantee:  
Street Address:  
City, State & Zip Code:  
Contact Email:  
Contact Phone (Include Area Code):

Agreement Number:  
Invoice Number:  
Invoice Period (Dates):  
FEIN:  
Fax (Include Area Code):

To: **FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**  
107 East Madison Street  
Tallahassee, FL 32399

<b>DESCRIPTION: Deliverables Including Minimum Performance Standards</b>				
<b>Deliverable:</b> (Specify the deliverable number, its description in the agreement, and the minimum performance standards met.)				
<b>Costs Associated with the Deliverable:</b> (List the costs to be reimbursed associated with this deliverable. Provide the Name of the Contractor, the Contractor Invoice #, and the period covered by the invoice. A copy of the invoice, proof of payment via the front and back of the cancelled check or the credit card payment, and a zero balance from the contractor should be attached.)				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
<b>Deliverable:</b>				
<b>Costs Associated with the Deliverable:</b>				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
<b>Deliverable:</b>				
<b>Costs Associated with the Deliverable:</b>				
<u>Invoice Amount</u>	<u>Invoice Number</u>	<u>Invoice Period</u>	<u>Date Paid</u>	<u>Contractor/ Provider</u>
<b>TOTAL AMOUNT OF INVOICES REQUESTED FOR REIMBURSEMENT: _____</b>				

**Grantee Certification:**

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Grantee Name printed:

Title:

Grantee Signature:

Date:

## Exhibit D to Attachment 1

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

## GRANT AGREEMENT FINAL CLOSEOUT FORM

<b>Recipient Name:</b>	<b>DEO Agreement Number:</b>
<b>Vendor ID (MyFloridaMarketplace):</b>	<b>Initial Agreement Amount:</b>
<b>FEIN:</b>	<b>Amount of DEO Funds Deobligated (Forfeited):</b>
<b>Contract End Date:</b>	<b>Final Agreement Amount:</b>
<b>Audit Report Date:</b>	<b>Amount of Matching Funds Received:</b>

## Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO:	
2. Total Recipient Expenditures:	
3. Balance of Unexpended Program Income (from Section B):	
4. If 3 is negative, this amount must be refunded to DEO:	
5. If 3 is positive, this amount must be remitted to the Grantee:	

## Section B: Statement of Recipient Income

*If there was no receipt of income earned under this Agreement, write NA under Source and continue to Section C.*

*If there was recipient income earned under this Agreement, provide the information requested below.*

A. Source of Income	B. Amount of Income	C. Amount Expended	D. Balance (B-C)
<b>Total Income Earned</b>			

## Section C: Property Inventory Certification

*If no tangible property was purchased in the contract period, write NA under Description and continue to Section D. All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to DEO if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of DEO.*

Description and Serial Number(s)	Quantity	Acquisition		Condition	Location
		Cost	Date		

**Section D: Recipient Certification**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name:	Signature:
Title:	Date Signed:

**Section E: Final Report Disclosure**

Explain any material changes in circumstances that may affect the outcome of commercial potential of the project.

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-----THE SECTION BELOW IS FOR DEO USE ONLY-----

**Section F: DEO Internal Review and Approval**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name:	Signature:
Title:	Date Signed:

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## Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or Paper (hard copy):  
Department Economic Opportunity  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room  
401 111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by

or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or Paper (hard copy):  
Department Economic Opportunity  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Attachment 2**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

N/A

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project:

State Awarding Agency:	Florida Department of Economic Opportunity
Catalog for State Financial Assistance Number:	40.040
Catalog for State Financial Assistance Title:	Economic Development Partnerships
Total State Award Amount:	\$60,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. The recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at <https://apps.fldfs.com/fsaa/catalog.aspx> and the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/compliance.aspx>.
2. The services and purposes for which the funds are to be used are identified in Attachment 1, Scope of Work, of the Grant Agreement.

NOTE: Title 2 CFR § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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**Attachment 3  
AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?  
 Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative